

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety six between Frances A. Wood and A. D. Wood her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mechants Loan & Savings Bank of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part its ^{successors} and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: South half of the West half of Lot Twenty four (24) and the South half of Lots Twenty six (26) and Twenty eight (28), Park in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frances A. Wood and A. D. Wood do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Frances A. Wood and A. D. Wood to the said party of the second part: Dated Dec. 1896, payable five years after date with interest at eight percent per annum with the privilege of paying \$100.00 or any multiple thereof at any interest period. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its ^{successors} ~~executors, administrators~~ and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part ~~its~~ ^{successors} ~~executors, administrators~~ or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Frances A. Wood and A. D. Wood, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of
Hugh Blair
STATE OF KANSAS, }
County of Douglas } ss.
Frances A. Wood (SEAL.)
A. D. Wood (SEAL.)

Be it Remembered, That on this First day of December, A. D. 1896, before me, Hugh Blair, a Notary Public in and for said County and State, came Frances A. Wood and A. D. Wood, her husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.
My commission expires 28 Decr 1897
Recorded Dec 2 A. D. 1896, at 10 o'clock A. M.

Hugh Blair Notary Public.
James Brooks Register of Deeds.

The following is indexed on original instrument
\$1500.00 Sept. 15th 1900.
Received of Frances A. Wood and A. D. Wood, the within named mortgagee do hereby
of fifteen hundred dollars in full satisfaction of the within mortgage.
Witness my hand and seal of Lawrence, Kansas, this 15th day of September 1900.
Attest: A. A. Wood Secy by M. Newman President
For Partial release see Book 33, Page 377
Recorded Sept 15th 1900.
H. D. Woodman
Register of Deeds