

This Indenture, Made this fourteenth day of January in the year of our Lord one thousand eight hundred and ninety seven between Mary E. Powell (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and William Hollingbery of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha S. sold and by these presents do as grant, bargain, sell and mortgage to the said party of the second part his heirs 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:

Lot One Hundred and Seventy Seven (177), Seneca Street in Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary E. Powell do as hereby covenant and agree that at the delivery hereof she is the lawful owner 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 Two Hundred and fifty Dollars according to the terms of One certain Note & four coupons this day executed and delivered by the said Mary E. Powell to the said party of the second part: her heirs or assigns

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 his 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 his 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 Mary E. Powell heirs and assigns.

In Witness Whereof, The said party of the first part, ha S. hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Mary E. Powell (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 15 day of January, A. D. 1897, before me, S. A. Steele, a Notary Public in and for said County and State, came Mary E. Powell

to me personally known to be the same person 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 June 15, 1898 S. A. Steele Notary Public  
Recorded January 15 A. D. 1897, at 2:30 o'clock P. M.

James Brooks Register of Deeds

The following is acknowledged on the original instrument  
 The state herein described having been paid in full this mortgage  
 is hereby released and the lien thereby created discharged  
 As witnesses my hand this 8th day of July A.D. 1899.  
 John H. Hurd  
 Notary Public  
 Recorded July 3rd 1899.