

This Indenture, Made this 16 day of February in the year of our Lord one thousand eight hundred and ninety seven between John C. Saunders (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and Carrie E. Mc Knight of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: Beginning at a point seven and fifty two (7 52/100) one hundredth chains West of the South East corner of Lot No Three (3) in Section No thirty two (32) of Township No Twelve (12) South of Range No twenty (20) East of 6th P.M. thence running north and 7/100 chains, thence South 53 West 40 1/100 chains, thence South 24 and 5/100 chains to South line of said Lot three (3); thence East 3 and 7/100 chains to place of beginning, being 10 7/100 Acres with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he 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 Three Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said John C. Saunders to the said party of the second part payable two years from date at The Lawrence National Bank of Lawrence Kas. with interest at the rate of Eight (8) percent per annum, payable semi-annually 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 her 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 her 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 John C. Saunders heirs and assigns.

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

Signed and delivered in presence of John C. Saunders (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16 day of February, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came John C. Saunders, unmarried 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 Jan'y 17 1899 Alfred Whitman Notary Public.
Recorded Febr 20 A. D. 1897, at 2 o'clock P.M.

James Brooks
Register of Deeds.

*The following was recorded on the original instrument
Recorded Dec. 6, 1898 at 4:00 o'clock P.M. The note herein described having been paid in full the mortgage is hereby released, and the lien thereby created, discharged.
W.D. Saxman
Register of Deeds
By W.C. Fisher Dep.*

Carrie E. McKnight

