

This Indenture, Made this 19 day of February in the year of our Lord one thousand eight hundred and ninety seven between Samuel Hartley and Sena Hartley, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. J. Patterson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty One ⁵⁰/₁₀₀ 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 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 (1) Block Six (6) in Same Place Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel Hartley and Sena Hartley, his wife 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 Twenty One ⁵⁰/₁₀₀ Dollars

according to the terms of Three certain promissory notes this day executed and delivered by the said Samuel Hartley and Sena Hartley to the said party of the second part: Two of said notes for seven dollars each and due three and six months from date respectively and one note for seven ⁵⁰/₁₀₀ due nine months from date said notes being dated Feb 7th 1897

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 Samuel Hartley and Sena Hartley, their heirs and assigns.

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

Signed, sealed and delivered in presence of

Witness to mark
C. H. Woods

STATE OF KANSAS, } ss.

County of Douglas

Samuel Hartley (SEAL.)

Sena Hartley (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 19 day of Feb, A. D. 1897, before me, James H. Mitchell, a Notary Public in and for said County and State, came Samuel Hartley and Sena Hartley, his wife 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 Feb 13th 1900 James H. Mitchell Notary Public.

Recorded Feb 21 A. D. 1897, at 8:00 o'clock A.M.

James Brooks Register of Deeds.