

This Indenture, Made this 25th day of March in the year of our Lord one thousand eight hundred and ninety seven between E. N. Jack of Lawrence in the County of Douglas and State of Kansas of the first part, and Ellen Collins of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Twelve hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has s 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: The North West quarter (1/4) of Section No. four in Township No. Fourteen (14) of Range No. Eighteen (18), Also the South East quarter of Section No. Four (4) in Township No. Fourteen (14) of Range No. Eighteen (18) all of said land lying and being in the aforesaid County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said E. N. Jack doth 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 Except a mortgage on the South East quarter above described for \$1000 dated Oct. 22, 1892 given to J. N. Van Horn by the party of the first part which mortgage is now owned by J. J. Collins of Lawrence Kansas and that he will warrant and defend the same against all claims whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars

according to the terms of One certain promissory Note this day executed and delivered by the said E. N. Jack to the said party of the second part: payable at The Lawrence National Bank with interest thereon eight percent per annum payable annually as follows - to-wit: Twelve hundred dollars on the 25th day of March 1900, with interest thereon

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 E. N. Jack heirs and assigns.

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

Signed and delivered in presence of

E. N. Jack

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 25th day of March, A. D. 1897, before me, the undersigned, a Notary Public in and for the County and State, came E. N. Jack, who is personally known to me

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known to be the same person who executed the writing instrument, and such person has to me personally acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my notary seal on the day and year last above written.

Notary Public Term Expires Oct 1st 1900

A. V. Sharpe

Notary Public

Recorded April 2 A. D. 1897, at 8 o'clock A.M.

James Brooks

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 13th day of Feb. 1900.

Ellen Collins of Lawrence Kansas

Attest W. S. Norman Register of Deeds, Feb 13th 1900.