

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety seven between Ezra M. Robertson and Elizabeth Robertson, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary S. Caulk of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: Begin Fifty Eight and one half (58 1/2) feet West of the intersection of the north line of Henry Street and the West line of Illinois Street in the City of Lawrence thence North One hundred and Fifty (150) feet; West Fifty eight and one half (58 1/2) feet; South One hundred and Fifty (150) feet; East Fifty eight and one (58 1/2) feet to beginning in the North East quarter of Sec - 36 1/2 - 18. This mortgage being given to secure the payment of a portion of the purchase money for said above described premises.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 to secure the payment of \$600 to M. A. Moore recorded book 20 page 324 records Douglas Co. Kas, on which \$100 has been paid on principal

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 Ezra M. and Elizabeth Robertson to the said party of the second part: payable Three years from date at The Lawrence Nat Bank of Law. Kan, Kas, with interest at the rate of Eight percent per annum.

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 therefor, 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, appraisalment 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 Ezra M. Robertson 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

Ezra M. Robertson (SEAL.)
Elizabeth Robertson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 17 day of May, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Ezra M. Robertson and Elizabeth Robertson, his wife 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 July 17, 1899 Alfred Whitman Notary Public.
Recorded May 17 A. D. 1897, at 4 55 o'clock P M.

James Brooks Register of Deeds.

The following is enclosed on the original instrument.
The Note herein described having been paid in full
this mortgage is hereby released and the line thereby
created is discharged as witness my hand this 1st day of May
A.D. 1904 Mary S. Caulk mark
Attest E. H. Salvin
R. H. Kelney,

Recorded May 16th 1904.
A. W. Armstrong
Register of Deeds.

