

This Indenture, Made this 18 day of May in the year of our Lord one thousand eight hundred and ninety seven between Phoebe Jane Sherman, widow of Lawrence, Kas in the County of Douglas and State of Kansas of the first part, and A. N. Fuller of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred and seventy five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ~~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: Lots Five (5) and Six (6) in block No Twenty Two (22) of Sinclair's Addition to the City of Lawrence. Subject to a prior Mortgage from said Phoebe Jane Sherman to the Kansas Building and Loan Association of Lawrence, Kansas for \$1000 - dated April 8, 1896 - recorded in Book 27 Page 207, Douglas Co. records

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 does 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 except as above stated

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and seventy five Dollars according to the terms of One certain promissory note this day executed and delivered by the said Phoebe Jane Sherman to the said party of the second part: Payable six months from date at The Lawrence Nat Bank of Law. rence, Kas, with interest at the rate of 6 per cent 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 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 Phoebe Jane Sherman heirs and assigns.

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

Signed and delivered in presence of

Glen Sherman

Phoebe Jane Sherman (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 18 day of May, A. D. 1897, before me, Guy Sherman, a Notary Public in and for said County and State, came Phoebe Jane Sherman, widow

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 26 1900.

Guy Sherman

Notary Public.

Recorded May 19 A. D. 1897, at 11 o'clock A.M.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand, this 20th day of Sept. A.D. 1899

A. N. Fuller

Recorded September 20th 1899

G. J. Sherman
Register of Deeds
By J. C. Fisher
Deputy