

This Indenture, Made this Twenty first day of May in the year of our Lord one thousand eight hundred and ninety seven between Mary C. Irwin and Orville C. Irwin her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Paul R. Brooks, cashier of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of One 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 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: Commence in the center of Quincy Street in Earls Addition to the City of Lawrence, 330 feet East of center of Delaware Street, thence East 330 feet to center of Oregon Street thence South 345 feet, thence West 330 feet, thence North 345 feet to place of beginning, containing 2 1/2 Acres, reserving forty feet on Quincy Street and on Oregon Street for a highway

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Irwin and Irwin 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 One hundred Dollars six months from the date thereof according to the terms of of a certain promissory note this day executed and delivered by the said Mary Irwin and Irwin to the said party of the second part:

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 Mary C. Irwin and Orville C. Irwin 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 and delivered in presence of

Mary C. Irwin (SEAL.)

Orville C. Irwin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 21 day of May, A. D. 1897, before me, W. E. Hazen, a Notary Public in and for said County and State, came Mary C. Irwin and Orville C. Irwin 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 October 5th 1898 W. E. Hazen  
Recorded May 22 A. D. 1897, at 11 o'clock A. M. Notary Public,

James Brooks  
Register of Deeds.

The following is inclosed on this original instrument  
The note herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created discharged.  
As Witness my hand, this 21st day of September A. D. 1897.  
Watkins National Bank,  
Paul R. Brooks Cashier

Recorded Sept 24, 1897

By Fred Brooks, Register of Deeds

W. E.