

**This Indenture**, Made this 28<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety seven between Arthur J. Burroughs an unmarried man of Douglas in the County of Kansas and State of Kansas of the first part, and C. P. Grossenor of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: The undivided one-half interest share or part in the South Eighty-seven and one-half (87 1/2) Acres of the East One hundred (100) Acres of the South East quarter (1/4) of Section nineteen (19) in Township Thirteen (13) of Range Twenty (20) in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Arthur J. Burroughs 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Arthur J. Burroughs to the said party of the second part: payable three years after date to order of party of second part at the Merchants Hall Bank, Lawrence, Kansas with interest thereon according to the terms of said note & coupons thereto attached 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 Party of the First Part, his heirs and assigns.

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

Signed and delivered in presence of

Jennie Watt

Arthur J. Burroughs (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 28<sup>th</sup> day of May, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Arthur J. Burroughs, unmarried 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 25 Decr 1897

Hugh Blair

Notary Public.

Recorded June 30 A. D. 1897, at 2<sup>40</sup> o'clock P. M.

James Brooks  
Register of Deeds.

*The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the said party of second part discharged.  
At witness my hand, this 16<sup>th</sup> day of August A. D. 1897  
Hugh Blair  
Recorded August 16<sup>th</sup> 1897  
James Brooks  
Register of Deeds*

*L.B.*