

This Indenture, Made this fourteen day of August in the year of our Lord one thousand eight hundred and ninety seven between Carrie Douglas and James P. Douglas her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Estella J. Martin of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred and Fifty \$350 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: Lot No. Six (6) in Block No. Seven (7) same place an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Carrie Douglas and J. P. Douglas 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part her heirs and assigns forever

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Carrie Douglas and James P. Douglas to the said party of the second part: Payable in four years with interest at Eight percent per annum, interest payable semi-annually

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 Carrie Douglas, her heirs and assigns.

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

Signed and delivered in presence of

S. S. Steele

Carrie Douglas
J. P. Douglas

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 14 day of August, A. D. 1897, before me, S. S. Steele, a Notary Public in and for said County and State, came Carrie Douglas and J. P. Douglas, her husband 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 June 18, 1898

Recorded Aug 18 A. D. 1897, at 4 o'clock P.-M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
This note having been paid in full, this mortgage is hereby released,
and the same hereby created discharged. As witness my hand, this 21 day of
November A.D. 1900-
Estella J. Martin

Recorded Nov. 21-1900-
By Phillip B. Solomon Deputy
Register of Deeds