

This Indenture, Made this 1 day of September in the year of our Lord one thousand eight hundred and ninety seven between Elizabeth M. Webster, a widow woman of Baldwin City in the County of Douglas and State of Kansas of the first part, and Elizabeth M. Kichne of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: The West Twenty Eight feet of Lot Number fifty two (52) Dearborn Street in Baldwin City said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth M. Webster do 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

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Elizabeth M. Webster to the said party of the second part: at Lawrence, Kansas with interest at Eight percent per annum from date

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 Elizabeth M. Webster 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

Elizabeth M. Webster (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1 day of September, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Elizabeth M. Webster

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 Nov 4, 1897 James Brooks Notary Public.

Recorded Sept - 1 A. D. 1897, at 4:25 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 Lien thereby created discharged
As witness my hand this 8th day of September A.D. 1898
Elizabeth M. Kichne*

Recorded Sept. 8th 1898.

LB