

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety seven between Lewis Howell Jr. and Emma S. Howell his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mrs. Fanny Bergman of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Twelve 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 part 2d 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: That part of the 1st 1/4 of the South 1/4 of Section Number Seventeen (17) in Township Number Thirteen (13) South of Range Number twenty (20) East lying North of the Arkansas River except the right of way of the Southern Kansas Railroad and except one acre in the South West corner of said tract containing sixty two acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 Twelve hundred Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part 2d of the second part: Due in five years from date with interest from date to maturity or default as provided by coupon attached to said note and interest after maturity or default at the rate of six percent per annum. Grantors reserve the right to pay One hundred Dollars or any multiple thereof at any time without penalty 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 part 2d 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, appraisalment 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Lewis Howell Jr. (SEAL.)
Emma S. Howell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3^d day of September, A. D. 1897, before me, A. C. East, a Notary Public in and for said County and State, came Lewis Howell Jr. and Emma S. Howell his wife to me personally known to be the same person S. 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 April 1, 1901
Recorded Sept - 4 A. D. 1897, at 2¹⁵ o'clock 9 M.

Notary Public.

Register of Deeds.

*The following is endorsed on the original instrument.
\$ 1200.00 Lawrence, Kans., December 19 1907
Register of Lewis Howell and Emma S. Howell the within named mortgagors
the sum of twelve hundred and no more Dollars, in full satisfaction of the
within mortgage.
Fanny Bergman
By W. Bergman his Attorney
in fact.*

*Recorded, Dec 20 1907
A. W. Armstrong
Register of Deeds.
(For Assignment See Book 411 Page 442)*