

This Indenture, Made this 11th day of September in the year of our Lord one thousand eight hundred and ninety seven between Agnes B. Miller, a widow of Davenport in the County of Davenport and State of Iowa of the first part, and Margaret A. Norton of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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 South half of Lot No. Sixty-Eight (68) in Mass.achusetts Street in the City of Lawrence, Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Agnes B. Miller 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 Except a Mortgage of \$1000 to second party

This grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars according to the terms of one certain note this day executed and delivered by the said Agnes B. Miller to the said party of the second part: Payable in two years with interest at the rate of seven percent per annum payable 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 Agnes B. Miller, her 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

Geo. M. Helmick

STATE OF Iowa } ss.
County of Scott

Agnes B. Miller (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 11th day of September, A. D. 1897, before me, Geo. M. Helmick, a Notary Public in and for said County and State, came Agnes B. Miller

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 July 11, 1900

Recorded Sept 16 A. D. 1897, at 10³⁵ o'clock A. M.

Geo. M. Helmick Notary Public.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 11th day of September, 1897.

Attest James Brooks Register of Deeds