

This Indenture, Made this September day of September in the year of our Lord one thousand eight hundred and ninety seven between Albert Alexander and his wife Myra E. Alexander of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary Swin of Lawrence, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (\$500.) 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: Beginning at a point three hundred and five feet (305) South of the North East corner of Block No 3 (thru) of Earl's Addition to the City of Lawrence; Thence running West One hundred and Seventeen feet (17 ft); Thence North One hundred feet (100 ft); Thence East One hundred and Sixteen feet (16 ft) to the East line of said Block three (3); Thence South on said East line One hundred feet (100 ft) to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Albert Alexander and his wife Myra E. Alexander 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 Five hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Albert Alexander and Myra E. Alexander to the said party of the second part:

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, 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 Albert Alexander and Myra E. Alexander, then heirs and assigns.

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

Signed and delivered in presence of

Albert Alexander (SEAL.)
Myra E. Alexander (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of September, A. D. 1897, before me, J. R. Kenyon, a Notary Public in and for said County and State, came Albert Alexander and his wife 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 May 29 1898 J. R. Kenyon Notary Public.

Recorded Sept 21 A. D. 1897, at 2 o'clock P. M.

Jama Brooks
Register of Deeds.

*The following is indexing and original instrument -
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
As witness my hand this 20th day of June A.D. 1899.
Albert
Myra E. Alexander*

Recorded June 20th 1899. H. H. Newman Register of Deeds