

This Indenture, Made this 20 day of September in the year of our Lord one thousand eight hundred and ninety seven between Ella K Cooper, widow of Samuel in the County of Douglas and State of Kansas of the first part, and E. B. Fuller of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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 undivided half interest in the west half (1/2) and north half of East half of lot sixteen and all of lot fourteen in Kentucky street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part 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 Two hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Ella K Cooper to the said party of the second part: Payable two years from date at the Lawrence Nat Bank of Lawrence Kansas with interest at rate of Eight percent per annum.

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 therefor, 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 Ella K Cooper, 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

Ella K. Cooper (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 20 day of September, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Ella K Cooper, widow

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 January 17, 1899 Alfred Whitman Notary Public.

Recorded Sept 24 A. D. 1897, at 10 o'clock A. M.

James Brooks
Register of Deeds.

*The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged. Witnesses
my hand, this 1 day of October A.D. 1901 -
E. B. Fuller*

*Recorded Oct 5-1901 -
Ed. Spelman
Register of Deeds -
My Office is in Lawrence -*