

This Indenture, Made this Twenty fourth day of September in the year of our Lord one thousand eight hundred and ninety Seven between M. E. Arrasmith and Josiah Arrasmith, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Helen Jackson Erickson, of New York City of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Hundred and fifty 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 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: Sol No. Forty seven (47) and the south fifteen (15) feet of Sol No. Forty nine (49) on West side of Bridge Street in that part of the City of Lawrence known as North Lawrence

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 and that they will warrant and defend the same in the quiet and peaceable possession of second party her heirs and assigns forever, against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of the certain mortgage note — this day executed and delivered by the said Parties of the first part to the said party of the second part: Due in three (3) years from date with interest from date to maturity or default as witnessed by coupons attached to said note and interest after maturity or default at the rate of ten (10) percent per annum until fully paid in cash or by sheriff's sale to said property to 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 Parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Louis J. Selig

M. E. Arrasmith (SEAL.)

Josiah Arrasmith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 24 day of September, A. D. 1897, before me, M. E. Arrasmith and Josiah Arrasmith, her husband, a Notary Public in and for said County and State, came M. E. Arrasmith and Josiah Arrasmith, her husband 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 December 1900 Louis J. Selig Notary Public.

Recorded Sept 24 A. D. 1897, at 11:45 o'clock A. M.

James Brooks
Register of Deeds.

The following is indexed 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 2nd day of April A.D. 1898
Helen J. Erickson

Recorded April 26th 1899

L. J. Selig, Notary Public