

This Indenture, Made this 25th day of September in the year of our Lord one thousand eight hundred and ninety seem between H. H. Howard an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and E. G. Henley of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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:

Lot Number Nine (9) in Addition Number One (1) in that part of the city of Lawrence known as North Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said H. H. Howard doth hereby covenant and agree that at the delivery hereof he 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 Three hundred Dollars according to the terms of One certain Real Estate Mortgage Note this day executed and delivered by the said H. H. Howard to the said party of the second part: Payable three years after date to order of party of second part with interest at 8% per annum payable semi-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 party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

H. H. Howard (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25th day of Sept, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came H. H. Howard, an unmarried man 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 25th Decr 1897 Hugh Blair Notary Public.

Recorded Sept 25 A. D. 1897, at 11³⁰ o'clock A.M.

James Brooke
Register of Deeds.

The following is enclosed my big original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. At witness my hand, this 25th day of September A.D. 1900.

Witness: Arena M. Henley.

Recorded Sep 27th 1902.
By Ed. Loman,
Register of Deeds.
By Alice B. Notman,
Deputy.