

This Indenture, Made this 19th day of January in the year of our Lord one thousand eight hundred and ninety seven between John J. Allison and Mattie A. Allison, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mary S. Hopkins, of Sumner, Douglas County, Kansas of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four hundred 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: The North West quarter of the South West quarter of Section Eighteen (18) in Township No. Twelve (12) South of Range No. Twenty (20) East of the 6th E.M., containing 33 and 37/100 Acres of land more or less, less the North 20 Acres of the land hereby mortgaged containing 13 and 37/100 Acres more or less and comprising a portion of the homestead of the said parties of the first part.

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 the said party of the second part 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 Four hundred Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: that in two (2) years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default until fully paid, at the rate of ten 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 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 part of the second part 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 hand and seal the day and year first above written.

Signed and delivered in presence of

John J. Allison (SEAL.)  
Mattie A. Allison (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 19th day of January, A. D. 1897, before me, S. A. Wright, a Notary Public in and for said County and State, came John J. Allison and Mattie A. Allison, his wife 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 Nov. 20, 1899 S. A. Wright Notary Public.  
Recorded Sept 30 A. D. 1897, at 2:40 o'clock P. M.

James Brooks  
Register of Deeds

The following is indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.  
Attest  
My Witness my hand, this 27th day of February A.D. 1899

Mary S. Hopkins  
Lettice A. Lytle  
M. H. Lytle

Recorded March 13 1899  
G. F. Subman  
Register of Deeds  
by H. C. Fisher  
Deputy