

This Indenture, Made this 1st day of October in the year of our Lord one thousand eight hundred and ninety seven between H. B. Leonard and Anna Leonard (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and William Botsford Newtown Conn 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:

Lot No Sixty three 63 Vermont Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. B. Leonard & Anna Leonard do hereby covenant and agree that at the delivery hereof they are 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 except a mortgage to Censay Shum Gr for \$1000.

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 note this day executed and delivered by the said H. B. Leonard & Anna Leonard to the said party of the second part: Payable in five years from December 1, 1894 said note being for \$500 only of which was a lien on Lot 63 which Shum was released about Sept 19, 1897. and this mortgage is to reinstate said original lien

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 his 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 his 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 H. B. Leonard, his 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

H. B. Leonard (SEAL.)

Anna Leonard (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 1st day of October, A. D. 1897, before me, J. S. Steele, a Notary Public in and for said County and State, came H. B. Leonard & Anna Leonard, 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 June 15, 1898 J. S. Steele Notary Public.  
Recorded Oct - 1 A. D. 1897, at 1 o'clock P. M.

James Brooke  
Register of Deeds.

(Assigned Set Book 35 Page 412)