

This Indenture, Made this Seventh day of October in the year of our Lord one thousand eight hundred and ninety seven between E. J. Mason and R. W. Mason (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and John M. Kevelin of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of Thirty five 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: Sets One hundred and eighty six One hundred and Eighty two (182) and One hundred and Eighty four (184) Chis Street in Lawrence, Kansas

all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said E. J. Mason and R. W. Mason hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Thirty five hundred Dollars according to the terms of one certain note this day executed and delivered by the said E. J. Mason and R. W. Mason to the said part y of the second part: his heirs or assigns

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 part y 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 part y 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 part y making such sale on demand to the said E. J. Mason, her heirs and assigns.

*In Witness Whereof,* The said part is of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

E. J. Mason (SEAL.)  
R. W. Mason (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 7 day of October, A. D. 1897, before me, J. S. Steele, a Notary Public in and for said County and State, came E. J. Mason and R. W. Mason

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 18, 1898 J. S. Steele Notary Public.  
Recorded Oct 7 A. D. 1897, at 3 o'clock P. 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  
as Witness my hand this 22<sup>nd</sup> day of April A.D. 1898*

*Recorded April 22nd 1898 J. S. Steele*

*Register of Deeds*