

This Indenture, Made this 13th day of October in the year of our Lord one thousand eight hundred and ninety seven between Samuel F. Campbell and Mary Campbell, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Chas W Campbell of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of 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: Fifty feet in width off of the West side of Lot No. 142 in Addition No. 2 to that part of the City of Lawrence formerly known as North Lawrence. Beginning 62 feet East of the West line of said tract and running the full depth of said Lot No. 142 One hundred and forty two

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel F. Campbell and Mary Campbell, his wife 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of five certain promissory notes this day executed and delivered by the said Samuel F. Campbell and Mary Campbell to the said party of the second part: Chas W Campbell, his heirs and 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 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 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 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 Samuel F. Campbell and Mary Campbell, his wife or 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

Samuel F. Campbell (SEAL.)
Mary Campbell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 14 day of Oct, A. D. 1897, before me, Geo. B. Edgar, a Notary Public in and for said County and State, came Samuel F. Campbell & Mary Campbell to me personally known to be the same person s 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 May 8, 1901 Geo. B. Edgar Notary Public.
Recorded Oct - 15 A. D. 1897, at 4:5 o'clock A-M.

James Brooke
Register of Deeds.

*The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage and the lien hereby created, is discharged. As witness my hand this 15th day of January 1903.*

*Attest
A. W. Armstrong
Register of Deeds*

Recorded Jan. 15th 1903.