

This Indenture, Made this 13th day of October in the year of our Lord one thousand eight hundred and ninety seven between Helen M. Hogan (formerly Helen M. Campbell and Eugene Hogan, her husband of the City of Lawrence) in the County of Douglas and State of Kansas of the first part, and Mary G. Bristol and Sarah J. Bristol of the second part.

**Witnesseth**, That the said parties 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 parties of the second part their 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: Sots Nos One hundred Sixty (160) and One hundred sixty two (162) and the South half of Lot No One hundred Fifty eight (158) all on Rosh Island tract, in the City of Lawrence, being the homestead of the said parties of the first part who hereby agree to maintain \$1000 insurance upon the buildings on said Sots, during the continuance of this loan, for benefit of second parties, their heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said parties 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 second parties their heirs and assigns forever, against all persons lawfully claiming or to claim 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: Due in two 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 at the rate of 10% per annum until fully paid in cash or by sheriff's deed to above described premises, 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 parties of the second part their 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 part making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Helen M. Hogan (SEAL.)  
Eugene Hogan (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 19th day of October, A. D. 1897, before me, J. A. Wright, a Notary Public in and for said County and State, came Helen M. Hogan (formerly Campbell and Eugene Hogan, her husband) 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 J. A. Wright Notary Public  
Recorded Oct 20 A. D. 1897, at 10:05 o'clock AM.

James Brooks Register of Deeds

Received Jan 17 1905  
 A. W. Armstrong  
 Register of Deeds  
 Attest Helen B. Bristol  
 Mary G. Bristol  
 Sarah J. Bristol  
 The following is enclosed 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 2nd day of November A. D. 1905

(For Partial Release See Book 39 Page 1623)