

This Indenture, Made this 19th day of October in the year of our Lord one thousand eight hundred and ninety seven between John Sugue and Bridget Sugue, his wife of Laurance in the County of Douglas and State of Kansas of the first part, and E. G. Henley of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and Sixty five 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 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 South half (1/2) of Lot Number One hundred and Thirteen (113), Lot Number One hundred and fifteen (115), Lot Number One hundred and seventeen (117) and Lot Number One hundred and nineteen (119) on Delaware Street in the City of Lawrence, and the South half (1/2) of Lot Number One hundred and thirteen (113), Lot Number One hundred and fifteen (115), Lot Number One hundred and seventeen (117) and Lot Number One hundred and nineteen (119) on Delaware Street, Earl's Addition to the City of Lawrence, in said County and State 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred & Sixty five Dollars according to the terms of One certain Real Estate Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable two years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached

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 party of the second part her 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 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

Hugh Blair

John Sugue (SEAL)
Bridget Sugue (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, Hugh Blair, a Notary Public in and for said County and State, came John Sugue and Bridget Sugue, 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 28 Dec 1897 Hugh Blair Notary Public.
Recorded Oct 21 A. D. 1897, at 10³⁰ o'clock A.M.

James Brooks Registrar 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 land hereby created discharged. Donee my hand, this 15th day of March A.D. 1900
Attest: E. G. Henley
J. C. Adkins.

Recorded April 23-1901
By W. B. Johnson Deputy-
Register of Deeds-
By W. B. Johnson Deputy-