

This Indenture, Made this 9th day of October in the year of our Lord one thousand eight hundred and ninety seven between Anthony Kelly and Ann E. Kelly, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adda M. Borman of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 her 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 of North West quarter of Section 14 Township 15 Range 18 E of 6th M.

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 Three hundred & 00/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Anthony and Ann E. Kelly to the said party of the second part: Payable two (2) years from date at the Lawrence National Bank of Lawrence, Kansas, with interest at the rate of seven (7) percent per annum payable semi annually

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, appraisal 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 Anthony Kelly his 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

John Andrew

Anthony Kelly
A. E. Kelly

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Franklin } ss.

Be it Remembered, That on this 22 day of October, A. D. 1897, before me, John Andrew, a Notary Public in and for said County and State, came Anthony Kelly and Ann E. Kelly, 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 Aug 14 1900 John Andrew Notary Public.
Recorded Oct 23 A. D. 1897, at 5:25 o'clock P.M.

James Booth
Register of Deeds.

The following is endorsed on original instrument
The note herein described having been paid in full this mortgage
is hereby released, and the lien hereby created discharged.
At Witness my hand, this 5th day of November A.D. 1903
Adda M. Borman

attest
Whitman

JD

Recorded Nov 6th A.D. 1903
At Lawrence
By J. B. Borman
Deputy