

This Indenture, Made this 23^d day of October in the year of our Lord one thousand eight hundred and ninety seven between Isaac 2. Phillips and Anna S. Phillips his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Sama M. Flagg of the second part.

Witnesseth, That the said parties 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 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: Begin Where West line of So. E. quarter of Sec 29, T. 12 Range 20 intersects the left Bank of the Kansas River; North Seven $\frac{1}{2}$ chains to the center of present terminus of Oak Street; East Five $\frac{1}{2}$ chains; South Nine $\frac{1}{2}$ chains; the section line: West Two $\frac{1}{2}$ chains to meander post of U.S. Survey; thence with the meander line North 57 $\frac{1}{2}$ West Three $\frac{1}{2}$ chains to beginning also; Begin 330 feet East of No. 12 Cor of S.W. quarter of So. E. quarter, 29 12 20 South 66 feet; East 26 $\frac{1}{2}$ feet; North 660 feet; West 26 $\frac{1}{2}$ feet to beginning. Reserving a strip 30 feet across North end for a public highway 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 owner s. 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 One certain Promissory note this day executed and delivered by the said Isaac 2. and Anna S. Phillips to the said party of the second part: Payable Three (3) years from date at the National Bank of Lawrence, Kansas, with interest at the rate of Eight 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; 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 Isaac 2. Phillips heirs and assigns.

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

Signed and delivered in presence of

Isaac 2. Phillips (SEAL.)
Anna S. Phillips (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 23^d day of October, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Isaac 2. and Anna S. Phillips, 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 Jan 17 1899 Alfred Whitman Notary Public.
Recorded Oct 25 A. D. 1897, at 3:55 o'clock P. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument:
This mortgage is hereby released, and the debt hereby created discharged, on account of error in description, a new mortgage having been filed in lieu thereof. As witnessed by my hand this 30 day of October A. D. 1897.
Alfred Whitman
Recorded October 30th 1897
James Brooks
Register of Deeds

(S.D.)