

This Indenture, Made this 29 day of October in the year of our Lord one thousand eight hundred and ninety seven between Melissa J. Diggs, widow of Samuel in the County of Douglas and State of Kansas of the first part, and E. B. Fuller of the second part.

**Witnesseth**, That the said party of the first part in consideration of the sum of Three hundred and twenty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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: Sols Seventy seven (77) and Seventy nine (79) on Dela-  
ware Street in Earl's Addition to City of Lawrence and Sols Seventy seven (77) and  
Seventy nine (79) Delaware Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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 Three hundred and twenty five Dollars according to the terms of an certain promissory note this day executed and delivered by the said Melissa J. Diggs to the said party of the second part: payable thirty years from date of the Lawrence National Bank of Lawrence, Kansas  
with interest at the rate of eight percent per annum payable semiannually 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 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 party making such sale on demand to the said Melissa J. Diggs, her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Melissa J. Diggs (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 29 day of October, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Melissa J. Diggs, widow 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 Jan'y 17 1899  
Recorded Oct 30 A. D. 1897, at 10 o'clock A.M.

Alfred Whitman Notary Public.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument  
This note herein described having been paid in full this mortgage is hereby released and the lien thereby created, discharged.  
At Witness my hand this 16<sup>th</sup> day of October, A.D. 1899  
E. B. Fuller  
Attest  
Alfred Whitman  
Recorded Oct. 17<sup>th</sup> 1899  
G. F. Saroman  
Register of Deeds  
H. C. Fisher  
Deputy