

This Indenture, Made this 29 day of October in the year of our Lord one thousand eight hundred and ninety seven between Emma Neal, Widow of Albert Neal, Deceased of Lawrence in the County of Douglas and State of Kansas of the first part, and Mellie L. Love of the second part.

**Witnesseth,** That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents doth 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: Lot Number One hundred and Twenty three (123) on Connecticut Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Emma Neal doth 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 fifty Dollars according to the terms of the certain Mortgage Note this day executed and delivered by the said Emma Neal to the said party of the second part: Payable two years after date to order of party of second part, privilege of paying not less than \$50.00 on account of principal at any time of paying interest.

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 party of the first part heirs and assigns.

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

Signed and delivered in presence of

Jimmie Wall

Emma Neal

(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, Jimmie Wall, a Notary Public in and for said County and State, came Emma Neal, Widow of Albert Neal, Deceased 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 30<sup>th</sup> Mch 1900 Jimmie Wall  
Recorded Oct 30 A. D. 1897, at 11<sup>00</sup> o'clock A.M.

Notary Public.

James Brooks  
Register of Deeds.

*The following is Endorsement on the Original Instrument.  
This Note herein described having been paid in full  
this Mortgage is hereby Released, and the same thereby  
Created Discharged. As Witness my hand this 12<sup>th</sup> day of Dec. A. D. 1904,  
Wm. W. Love.*

*Recorded Dec 16<sup>th</sup> 1904.  
W. W. Amshoring,  
Register of Deeds.*