

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and ninety seven between Edith & Douglass and John S. Douglass husband of Lawrence in the County of Douglas and State of Kansas of the first part, and William Henry 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 his 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: Commencing at a point fifty three and one third (53 1/3) rods North from the South West corner of Section Twenty Seven (27) Township twelve (12) Range nineteen (19) on the West line of said Section thence North Twenty six and two thirds (26 2/3) rods thence East sixty (60) rods thence South twenty six and two thirds (26 2/3) rods thence West to place of beginning said parcel of land contains ten Acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edith & Douglass and John S. Douglass 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 insured in favor of Mortgage

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 note and ten coupons this day executed and delivered by the said Edith & Douglass and John S. Douglass to the said party of the second part: his heirs or assigns

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 his 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 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 Edith & Douglass heirs and assigns.

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

Signed and delivered in presence of

Edith & Douglass (SEAL.)
John S. Douglass (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this First day of October, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Edith & Douglass and John S. Douglass 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 April 25 1899 John M. Newlin Notary Public.
Recorded Nov 29 A. D. 1897, at 2 o'clock P. M.

James Brooks
Register of Deeds.

*This following is Endorsement on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 19th day of Jan 1897.
William Henry.*

*Recorded Jan 27th 1897.
W. M. Newlin,
Register of Deeds.*