

This Indenture, Made this 26th day of November in the year of our Lord one thousand eight hundred and ninety seven between Jane Jefferson, Wesley Wright & William Town, Heirs of Rebekah Scruggs of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles W. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty Four 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: Lot No. 13 Block No. 6 situated in that part of Lawrence known as Steels Subdivision of the City of Lawrence, County & State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jane Jefferson, Wesley Wright & William Town Heirs of Rebekah Scruggs 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 Thirty Four Dollars due and payable to the said party of the 2^d part according to the terms of one certain Note of hand this day executed and delivered by the said Jane Jefferson, Wesley Wright & William Town to the said party of the second part: as follows: Thirty Dollars in installments of Dollars per week, with interest at 8% after maturity

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 his 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 parties making such sale on demand to the said parties of first part 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

Chas. L. Sescher

Jane Jefferson
Wesley Wright

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 26 day of November, A. D. 1897, before me, John M. Spencer, a Notary Public in and for said County and State, came Jane Jefferson and Wesley Wright of Lawrence, Kansas as as 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 Sept 15th 1900 John M. Spencer Notary Public.
Recorded Dec 1 A. D. 1897, at 10:45 o'clock A.M.

James Brooks
Register of Deeds.

*The following is endorsed on release
The note described in the mortgage recorded in the
Office of the Register of Deeds of Douglas County Kansas
in Book H 34 Page 394 having been paid in full the said
mortgage is hereby released and the lien thereby created discharged
as witness my hand this 27 day of April A.D. 1898
Recorded April 27 1898. L. L. Lawrence
Register of Deeds*