

This Indenture, Made this 16th day of December in the year of our Lord one thousand eight hundred and ninety seven between Mary E. Powell of the City of Lawrence in the County of Douglas and State of Kansas, Widow of the first part, and Hugh Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 Number One hundred and Seventy seven (177) on Senessee Street in the said 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 Mary E. Powell 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 Two hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part: payable twelve months after date with interest at 8% per annum

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 therefor, 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 her 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

Mary E. Powell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16th day of December, A. D. 1897, before me, Jimmie Watt, a Notary Public in and for said County and State, came Mary E. Powell, 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 30th March 1900 Jimmie Watt

Notary Public.

Recorded Dec 24 A. D. 1897, at 10 o'clock A.M.

James Brooke

Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 16th day of December 1897. Hugh Blair
Attest W. B. Bonham Register of Deeds

L.B.