

This Indenture, Made this Twenty Seventh day of December in the year of our Lord one thousand eight hundred and ninety seven between Catherine Rothrock of Lawrence in the County of Douglas and State of Kansas of the first part, and H. B. Spencer of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred 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 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: Lots One hundred and sixty (160) One hundred and sixty two (162) and One hundred and sixty four (164) on Connecticut Street in the City of Lawrence Douglas County, Kansas. Party of the first part to have privilege of selling one or more of the lots and applying amount of sales to the note

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Catherine Rothrock do hereby covenant and agree that at the delivery hereof she being 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 insured in favor of the mortgagee

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of one certain note with ten coupons this day executed and delivered by the said Catherine Rothrock 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 Catherine Rothrock 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

Catherine Rothrock (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 27 day of December, A. D. 1897, before me, _____, a Notary Public in and for said County and State, came Catherine Rothrock

_____ 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 April 28 1899 John M. Newlin Notary Public.

Recorded Dec 27 A. D. 1897, at 2 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed 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 31st day of Dec A.D. 1902
J. E. Dayne

Recorded Dec 31st 1902
J. E. Dayne
Register of Deeds
(Assigned See Book 37 - Page 254)

(Assigned See Book 33 Page 363)
For Partial Release see Book 33 Page 363