

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety seven between M. J. Goodnight and her husband Sam. Goodnight of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary V Rice of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Five Hundred (\$500) 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 part her 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: The North Twenty (70) feet of Lots No. one hundred and twenty two (122) one hundred and twenty four (124) one hundred and twenty six (126) one hundred and twenty eight (128) one hundred and thirty (130) and one hundred and thirty two (132) all on Indiana Street in the City of Baldwin in said County of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 Five hundred Dollars according to the terms of one certain Note and six interest coupons this day executed and delivered by the said Parties of the first part to the said part her of the second part:

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 part her 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 part her 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 part her making such sale on demand to the said Parties of the second part their heirs and assigns.

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

Signed and delivered in presence of

M. J. Goodnight (SEAL.)
S. Goodnight (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.



Be it Remembered, That on this 31 day of Jan, A. D. 1898, before me, J.R. Kenyon, a Notary Public in and for said County and State, came M. J. Goodnight and S. Goodnight to me personally known to be the same person S. 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 May 29 1898
Recorded January 31 A. D. 1898, at 3:15 o'clock P.M. J.R. Kenyon Notary Public.

J.H. Norman
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 fee hereby credited and charged. As witness
 my hand, this twelfth day of May A.D. 1901.
 Mary V. Rice
 Attest: James B. Alexander, Notary Public.
 Recorded May 23-1901
 J. H. Norman
 Register of Deeds
 By Billy B. D. Spurgeon
 Deputy