

This Indenture, Made this 24<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety Eight between Nelly C Griffith Widow

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Louisa G. Ross  
of the second part,

Witnesseth, That the said part 4 of the first part in consideration of the sum of Six hundred and 00 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has been sold and by these presents do let grant, bargain, sell and mortgage to the said part 4 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: Lot No. Twenty three (23) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 47 of the first part therein. And the said party of the first part do ~~it~~ 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 Six Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the  
said Kelly C. Griffith to the said part 7 of the second part:  
payable Three (3) years from date at the Lawrence Hall Bank of  
Lawrence Kas with interest at the rate of seven (7) per cent per annum  
payable semi annually

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 7 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 4 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 7 making such sale on demand to the said Nelly C Griffith heirs and assigns.

In Witness Whereof, The said part 4 of the first part, ha<sup>d</sup>. hereunto set her hand and seal the day and year first above written.

*Signed and delivered in presence of*

creunto set her hand and seal the day and year first

Nelly C Griffith (SEAL.)

\_\_\_\_\_ (SEAL.)

\_\_\_\_\_ (SEAL.)

\_\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 4<sup>th</sup> day of February, A. D. 1898, before me, Alfred Whitman, a Notary Public in and for said County and State, came Nelly C Griffith 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 Jan'y 17-1899 Abner Whitman Notary Public

Recorded February 9 A. D. 1898—at 3<sup>30</sup> o'clock P. M.—

*G. H. Newman*  
Register of Deeds.

The following is endorsed upon the original instrument -  
The note herein described having been paid in full, the mortgage is hereby released,  
and the lien thereby created discharged. As witness my hand, this 26<sup>th</sup> day of September, 1901 -  
Frederick W. Ross

4 Recorded Feb. 4, 1901  
 L. B. Johnson  
 Register of Deeds  
 By Alice B. Johnson  
 Deputy -