

This Indenture, Made this 8th day of February in the year of our Lord one thousand eight hundred and ninety eight between Winfield S. Myers and Catherine Myers his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. A. Odell of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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 south half (1/2) of Lot Number fifty one (51) and all of Lot Number fifty three (53) on Louisiana Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 10 cents

according to the terms of One certain promissory note this day executed and delivered by the said Parties of the first part to the said part 2^d of the second part: Payable ten months after date to order of party of 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 2^d 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 2^d 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 2^d making such sale on demand to the said Parties of the first part their heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha^{ve} hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Winfield S. Myers (SEAL.)
Catherine Myers (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of February, A. D. 1898, before me, Jemius Watt, a Notary Public in and for said County and State, came Winfield S. Myers

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 mch. 1900 Jemius Watt Notary Public.
Recorded _____ A. D. 1898, at _____ o'clock _____ M.

State of Missouri }
County of Jackson } ss.

Be it remembered that on this 10th day of February 1898 before me C. Emil Johnson a Notary Public in and for said County and State came Catherine Myers wife of Winfield S. Myers to me personally known to be the same person who executed the within instrument and duly acknowledged the execution of the same. In witness whereof I ha^{ve} hereunto set my hand and affixed my official seal on the day and year last above written.

20 my commission expires July 10th 1899

Recorded February 11-1898 at 3⁰⁰ O'clock P.M.

C. Emil Johnson
Notary Public
W. A. Soxman
Register of Deeds

The following was indorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created destroyed
T. S. Myers my hand. Feb 7th day of December A.D. 1898

Emily A. Odell

Register of Deeds
J. H. C. Johnson

Recorded Dec, 10/98

W. A. Soxman