

This Indenture, Made this The Eleventh day of February in the year of our Lord one thousand eight hundred and ninety eight between Sylvester A. Risley and Emma H. Risley Wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Willa E. Bailey of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five 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 party 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 one hundred and fifty seven (157) Pennsylvania Street in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sylvester A. Risley and Emma H. Risley do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 One hundred and twenty five Dollars according to the terms of one certain note and four coupons this day executed and delivered by the said Sylvester A. Risley and Emma H. Risley to the said party of the second part her 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 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 her making such sale on demand to the said Sylvester A. Risley heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Sylvester A. Risley (SEAL.)
Emma H. Risley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this Eleventh day of February, A. D. 1898, before me, John McTeerlin, a Notary Public in and for said County and State, came Sylvester A. Risley and Emma H. Risley 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
Recorded February 14th A. D. 1898, at 10¹⁰ o'clock A. M.

John McTeerlin
Notary Public.
W. E. Bailey
Register of Deeds.

*The following is enclosed 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 16th day of
August A. D. 1904 Willa E. Bailey.*

*Recorded Aug 17th 1904
W. E. Bailey
Register of Deeds.*