

This Indenture, Made this 8th day of March in the year of our Lord one thousand eight hundred and ninety eight between John and Lydia H. Emmett of Laurance in the County of Douglas and State of Kansas of the first part, and Merchants Loan and Savings Bank Laurance Kansas of the second part.

Witnesseth, That the said part 1 of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do sell grant, bargain, sell and mortgage to the said part 2 of the second part its ^{Successors} 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 82 Pennsylvania Street in the city of Laurance, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said John and Lydia H. Emmett 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 Two Hundred Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said John and Lydia H. Emmett to the said part 2 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 2 of the second part its ^{Successors} 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 2 of the second part its ^{Successors} 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 2 making such sale on demand to the said John and Lydia H. Emmett their heirs and assigns.

In Witness Whereof, The said part 1 of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John Emmett (SEAL.)
Lydia H. Emmett (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of March, A. D. 1898, before me, W. F. March, a Notary Public in and for said County and State, came John and Lydia H. Emmett to me personally known to be the same persons 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 July 24 1901
Recorded March 9 A. D. 1898 at 9³⁰ o'clock A. M.

W. F. March
Notary Public,
W. F. March
Register of Deeds.

The following is indented on the original and hereunto the state hereto describing having been paid in full this mortgage is hereby released and the lien thereby created discharged. As Witness my hand this 8th day of March, A. D. 1900.
By M. H. Newman, President
S. A. Morgan
Recorded March 8th 1900
H. H. Newman Register of Deeds