

This Indenture, Made this 26th day of April in the year of our Lord one thousand eight hundred and ninety eight between A. J. Anderson and Eva B. Anderson, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Malcolm Conn. of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen Hundred 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 parties of the second part his 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: All of Lots Numbered (27) Twenty seven, Twenty Nine (29) and Thirty one (31) on Vermont Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. J. Anderson and Eva B. Anderson 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 Fifteen Hundred Dollars according to the terms of Five certain notes of \$300 each this day executed and delivered by the said Parties of the first part to the said parties of the second part: The said notes being due in Nine, Twelve, Fifteen, eighteen, and Twenty one months from date, and bearing interest at the rate of six per cent per annum

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 parties of the second part his 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 parties of the second part his 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

A. J. Anderson (SEAL.)
Eva B. Anderson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 25th day of May, A. D. 1898, before me, Alfred Whitman, a Notary Public in and for said County and State, came A. J. Anderson and Eva B. Anderson his wife 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 January 17-1899 Alfred Whitman Notary Public.
Recorded June 9th A. D. 1898, at 11²⁵ o'clock 4 M.

W. B. Bowman
Register of Deeds.

The following is inserted on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the said parties created discharged
On witness my hand this 31st day of July A.D. 1900.
Attest W. B. Bowman,
Register of Deeds.
Recorded Aug 1st 1900.