

This Indenture, Made this Seventeenth day of June in the year of our Lord one thousand eight hundred and ninety eight between Samuel S. Elliott and Jeannette W. Elliott (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Amos C. Warner of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: The East half (1/2) of Block Fifty one (51) West Lawrence, in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Samuel S. Elliott and Jeannette W. Elliott do hereby covenant and agree that at the delivery hereof they 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 Five hundred & allars

according to the terms of One certain note and ten coupons this day executed and delivered by the said Samuel S. Elliott and Jeannette W. Elliott to the said part 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 part 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 of the second part 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 of making such sale on demand to the said Samuel Elliott heirs and assigns.

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

Signed and delivered in presence of

Samuel S. Elliott (SEAL.)
Jeannette W. Elliott (SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this Eighteenth day of June, A. D. 1898, before me, John McKeever, a Notary Public in and for said County and State, came Samuel S. Elliott and Jeannette W. Elliott

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 25 1899

Recorded June 18 A. D. 1898, at 11 o'clock A.M.

John M. Keever
Notary Public,
W. B. Somers
Register of Deeds.

The following is a copy of 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 10th day of June A.D. 1904.

Amos C. Warner.

James H. Harter.

Dora H. S. Hallen.

Recorded July 19th 1907.

P. W. Armstrong.

Register of Deeds.