

This Indenture, Made this Third day of August in the year of our Lord one thousand eight hundred and ninety eight between Charles M. Sharpe and Rose Sharpe (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part.

Witnesseth, That the said part 2 of the first part in consideration of the sum of Three 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: Lot One Hundred and Sixty four (164) and the South thirty four (34) feet of Lot one hundred and Sixty two (162) Corner-ticut street in Lawrence Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said Charles M. Sharpe and Rose Sharpe do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Three Hundred Dollars

according to the terms of One certain Note and four Coupons this day executed and delivered by the said Charles M. Sharpe Rose Sharpe 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 Charles M. Sharpe his heirs and assigns.

In Witness Whereof, The said part 2 of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Charles M. Sharpe (SEAL.)

Rose Sharpe (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3rd day of August, A. D. 1898, before me, John M. Keolin, a Notary Public in and for said County and State, came Charles M. Sharpe and Rose Sharpe to me personally known to be the same person 2 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 Aug 4th A. D. 1898, at 9th o'clock A. M.

John M. Keolin
Notary Public.

W. B. Bowman
Register of Deeds.

The following is understood 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 13th day of October A. D. 1899.
W. B. Bowman
Register of Deeds.

Recorded Nov 6th 1899.