

The following is a correct and true copy of the original instrument as the same was recorded in the office of the Register of Deeds, and the same has been described having been filed in full, the matter is hereby released, and the same hereby created, discharged. No witness any bond the 9th day of November A.D. 1898.

Attest: Hugh Blair.

A. Palm, Trustee under the last will of Charlotte S. Palm, deceased, hereby doing business as A. Palm, Agent, and being present during her lifetime for the said Charlotte S. Palm her deceased.

Recorded Nov. 9th 1898.
Attest: Register of Deeds.
By C. E. & Wm. H. H. H. H.

This Indenture, Made this Ninth day of November in the year of our Lord one thousand eight hundred and ninety Eight between Henry Jennings and Minnie Jennings his wife of City of Lawrence in the County of Douglas and State of Kansas of the first part, and A. Palm Agent of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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: To Namely one (21) and thirty three (33) on Delaware Street in the City of Lawrence and also beginning (11) One hundred and twenty eight feet East of the Northwest Corner of said Lot Number thirty one (31) Delaware Street thence South 100 feet thence West 76 feet thence North 100 feet thence East Seventy six feet to beginning also beginning (11) feet East of South West Corner of said Lot Number thirty three (33) Delaware Street thence South 18 feet thence East 30 feet thence North 118 feet thence West 30 feet thence South 100 feet to beginning, all 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 parties of the first part 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 Four Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part payable three years after date with interest in quarterly semi-annually according to Coupon thereon attached Privilege reserved to pay \$1.00 or any multiple thereof on account principal at time of paying interest

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 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 party 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 party of the first part their heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

Henry Jennings (SEAL.)
Minnie Jennings (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 9th day of November, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said county and State, came Henry Jennings and Minnie Jennings 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 28 Decr 1901

Recorded November 15th A. D. 1898, at 3:32 o'clock P.M.

Hugh Blair
Notary Public.

H. H. H. H.
Register of Deeds.