

This Indenture, Made this 16th day of August in the year of our Lord one thousand eight hundred and ninety eight between Emory E. Gore and Harriet A. Gore husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Sarah C. Gates of South Gardner Mass. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 number Fifty (50) on Louisiana Street in the City of Lawrence, County of Douglas and State of Kansas according to the recorded plat of said City on file with the Register of Deeds of said County.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emory E. Gore and Harriet A. Gore 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 One Thousand Dollars

according to the terms of one certain note and ten coupon notes this day executed and delivered by the said Emory E. Gore and Harriet A. Gore to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of five per cent. per annum until paid 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 making such sale on demand to the said Parties of the first part 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.

Sealed
Signed and delivered in presence of

Emory E. Gore (SEAL.)
Harriet A. Gore (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 7th day of December, A. D. 1898, before me, Clark District Court a Notary Public in and for said county and State, came Emory E. Gore and Harriet A. Gore, his wife 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 December 8th A. D. 1898, at 10⁰⁰ o'clock A. M. Clark Dist. Court Notary Public.

Recorded December 8th A. D. 1898, at 10⁰⁰ o'clock A. M. Clark Dist. Court
W. H. Newman
Register of Deeds.

The following is endorsed on the original instrument:
This note having been paid in full, this mortgage is hereby released,
and the hereby created, discharged. Witness my hand, this 20th day of March A. D. 1900.
Sarah C. Gates
Attest: Higgins & Sons
Marvin A. Gates.
Recorded March 14, 1900.

