

This Indenture, Made this 28th day of November in the year of our Lord one thousand eight hundred and ninety Eight between Franklin Holwick and Christianna Holwick his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary E. Manley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty 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 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 One Hundred and fifty two (152) on New York Street in the City of Lawrence, said County and State.

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 and Fifty 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 parties of the second part: Payable Three years after date with interest thereon according to the terms of said note and coupons thereto attached

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 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 parties 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 parties of the second part her 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

Jimmie Matt

Franklin Holwick (SEAL.)

Christianna Holwick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.



Be it Remembered, That on this 29th day of November A. D. 1898, before me, Jimmie Matt a Notary Public in and for said county and State, came Franklin Holwick and Christianna Holwick 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 30th Feb. 1900 Jimmie Matt Notary Public.

Recorded December 16 A. D. 1898, at 4 o'clock P.M.

L. P. Brown
Register of Deeds.

The following is endorsed on the original instrument -
The note secured by this mortgage having been paid and satisfied in full therefore this mortgage is discharged and the Register of Deeds is authorized to release the same of record this 22nd day of April 1901 -
Mary E. Manley
Emile W. Doherty -

Recorded April 24th 1901 -
L. P. Brown
Register of Deeds
By Kelly B. Brown
Deputy