

This Indenture, Made this 18th day of August in the year of our Lord one thousand eight hundred and ninety Eight between Mary White, a Single Woman of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel A. Carman of the second part,

Witnesseth, That the said part Y of the first part in consideration of the sum of Two Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha^s sold and by these presents do^{le} grant, bargain, sell and mortgage to the said part Y 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 Lot Number Twenty Three (23) on Pennsylvania Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Mary White do^{le} hereby covenant and agree that at the delivery hereof she is 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 except one mortgage of \$140.00 to Anna Muegler of which the sum of Forty Dollars has been paid.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Mary White to the said part Y of the second part:

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 Y 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 part Y 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 Y making such sale on demand to the said Mary White, or to her heirs and assigns.

In Witness Whereof, The said part Y of the first part, ha^s hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

A. B. McKilliams

She Johnson

STATE OF KANSAS, }
County of Douglas } ss.

Mary White (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 18th day of August, A. D. 1898, before me, A. Clark Dick, Clerk, a Notary Public in and for said county and State, came Mary White, a single woman

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

Recorded December 23rd A. D. 1898, at 7⁴⁰ o'clock P. M.

A. H. Tucker
Notary Public.

S. A. Carman
Register of Deeds.

The following is indexed on original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
As Witness my hand this 17th day of October A. D. 1899.
E. Norman, Register of Deeds.
Recorded Oct 23rd 1899.

Assigned per Book 27 Page 103-

