

This Indenture, Made this First day of February in the year of our Lord one thousand eight hundred and ninety Nine between Mary E. Ashley (formerly Rockefeller) and William E. Ashley, her husband, of Lawrence in the County of Douglas and State of Kansas of the first part, and Helen E. Allen of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 No. Thirty-nine (39) in Addition No. Ten (10) in that part of the City of Lawrence, known as North 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One 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: Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent. per annum until fully paid in cash or by Sheriff's deed to above described property together with possession thereof. 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 their heirs and assigns.

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

Signed and delivered in presence of

Mary E. Ashley (SEAL.)  
Wm E. Ashley (SEAL.)  
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(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.



Be it Remembered, That on this 1st day of February A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came Mary E. Ashley (formerly Rockefeller) and William E. Ashley, her husband 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 Nov. 4 - 1901  
Recorded Feb. 1st A. D. 1899, at 4:25 o'clock P. M.

James Brooks  
H. H. Foxman  
Notary Public  
Register of Deeds

(The following is encased on the original instrument)  
This Indenture of Mortgage Made July, 24, 1898 by Mary E. Ashley & William E. Ashley, her husband of Lawrence, Douglas Co. Kansas, for sum of one hundred dollars has been fully paid and satisfied this 11th day of July, 1904  
Helen E. Allen  
Henry Spear, Witness

Recorded Jan. 29, 1912  
Floyd L. Lawrence  
Register of Deeds