

This Indenture, Made this 8<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety eight between Lucy Stone, a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Sherman W. Harvey of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of One hundred and seventy DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha<sup>v</sup> sold and by these presents do 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 No. forty two (42) on Pinkney Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Lucy Stone do ed 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and seventy dollars according to the terms of One certain promissory note on the 4<sup>th</sup> day of Sept. 1897 this day executed and delivered by the said Lucy Stone to the said part y of the second part:

Said note for one hundred and seventy dollars is due in three years from Sept 7<sup>th</sup> 1897, with interest payable annually at the rate of 6% per annum.

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 heirs, 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 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 making such sale on demand to the said Lucy Stone, party of the first part heirs and assigns.

In Witness Whereof, The said part y of the first part, ha<sup>v</sup> hereunto set her hand and seal the day and year first above written.

Sealed and delivered in presence of

Hugh Blair

Lucy Stone (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 8<sup>th</sup> day of January, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said county and State, came Lucy Stone, a widow 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 28<sup>th</sup> Decy. 1901 Hugh Blair Notary Public.

Recorded June 8<sup>th</sup> A. D. 1897, at 4<sup>45</sup> o'clock P. M.  
G. P. Doorman Register of Deeds.

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

31<sup>st</sup> day of January, 1898.

Sherman W. Harvey

By Ed. S. Harvey Atty in fact.

Albert C. Williamson  
Register of Deeds.

