

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this 14<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety nine between Elizabeth V. Caldwell and S. H. Caldwell, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Clarence Sheets of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One hundred and seventy five 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 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: The south Forty feet of Lot No. One hundred and Forty five and the North five feet of Lot No. one hundred and forty seven, New York Street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said do hereby covenant and agree that at the delivery hereof they are 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 five Dollars, three years after date with interest payable semi-annually at the rate of eight percent per annum according to the terms of this certain Promissory Note this day executed and delivered by the said Parties of the first part to the said part of the second part: It being understood that payment of Twenty five Dollars or any multiple thereof on the principal of said note, may be made at any interest payment.

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 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of the second part making such sale on demand to the said Parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Elizabeth V. Caldwell (SEAL.)  
S. H. Caldwell (SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 14<sup>th</sup> day of October, A. D. 1899, before me, a Notary Public in and for said county and State, came Elizabeth V. Caldwell and S. H. Caldwell, her husband, 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 Nov. 4, 1901

Recorded Oct 16<sup>th</sup> A. D. 1899, at 1<sup>20</sup> o'clock P. M.

James Brooks (SEAL.)  
Notary Public.  
L. B. Doxman  
Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released, and the lien thereby created, discharged.  
As witness my hand this 20 day of May A. D. 1901  
Clarence Sheets  
Attest

H. W. Sheets

Recorded Oct. 12<sup>th</sup> 1901

L. B. Doxman

Register of Deeds

By J. W. Sheets

Deputy