

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of November in the year of our Lord one thousand eight hundred and ninety nine between James M. Harrell, a single man of Clinton in the County of Douglas and State of Kansas of the first part, and Julia Friend of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents does grant, bargain, sell and mortgage to the said part y 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 lots numbered four (4) five (5) and six (6) of Block numbered seven (7) in the Town of Clinton in said County and State

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said James M. Harrell does hereby covenant and agree that at the delivery hereof he 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 Two hundred Dollars

according to the terms of one certain Mortgage note & Coupon this day executed and delivered by the said James M. Harrell to the said part y of the second part: Payable five years after date with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default to the rate of ten per cent per annum until fully paid with principal & interest payable at the Merchants National Bank at Lawrence 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 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 part y 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 part y making such sale on demand to the said James M. Harrell or his heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11 day of November, A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came James M. Harrell

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 Nov. 11 A. D. 1899, at 4 o'clock P.M.

Notary Public,

Register of Deeds,

The following is endorsed on the original instrument
The Notes herein described having been paid in full this mortgage is hereby released and the lien thereby created, discharged
As witness my hand and this 21st day of Sept. A. D. 1901

Recorded Sept 21st 1901

W. B. Norman, Register of Deeds
By Billie B. Norman, Deputy

Mr A. Marks power-in-fact