

This Indenture, Made this Eleventh day of November in the year of our Lord one thousand eight hundred and ninety seven between Maria M. Savage (widow) and Frank G. Savage of Lawrence in the County of Douglas and State of Kansas of the first part, and Martin W. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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: Four hundred and two (112) and Rhode Island Street in Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maria M. Savage and Frank G. Savage 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 Four hundred Dollars according to the terms of One certain Note and four coupons this day executed and delivered by the said Maria M. Savage and Frank G. Savage to the said party of the second part: his heirs or assigns

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 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 party 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 party of the second part making such sale on demand to the said Maria M. Savage heirs and assigns.

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

Signed and delivered in presence of

Not stamped according to law.

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11th day of November, A. D. 1897, before me, John W. Newlin, a Notary Public in and for said county and State, came Maria M. Savage and Frank G. Savage 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 April 15th 1900 John W. Newlin Notary Public.

Recorded November 18th 1897, at 11⁰⁰ o'clock A.M.

B. J. Sorenson
Register of Deeds.

The following is entered on the original instrument -
This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. In witness whereof this 12th day of December A.D. 1901 -
Martin W. Bailey

James M. Patterson
Care of Brooks N.Y.C.

Recorded Dec. - 23rd 1901 -
B. J. Sorenson
Register of Deeds,
City of Lawrence, Kan.