

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety nine between Ellis G. Stornal a single woman of Lawrence in the County of Douglas and State of Kansas of the first part, and C. H. Newby of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 The lot numbered one hundred eighty seven 187 on Kentucky Street in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do sell 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 Thousand Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Ellis G. Stornal to the said party of the second part;

Due on the 1st day of March 1901 with interest thereon from date to maturity at the rate of eight per cent per annum and interest after maturity at the rate of ten per cent per annum until fully paid.

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part her heirs and assigns.

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

Signed and delivered in presence of

D. H. Corral

Ellis G. Stornal (SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 21<sup>st</sup> day of December, A. D. 1899, before me, D. H. Corral, a Notary Public in and for said county and State, came Ellis G. Stornal a single woman 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 Jan. 16<sup>th</sup> 1901 D. H. Corral Notary Public.

Recorded December 21 A. D. 1899, at 1<sup>o</sup> o'clock P. M.

H. G. Waxman  
Register of Deeds.

The following is index of an original instrument  
 The sale herein described having been paid in full this mortgage  
 is hereby released, and the said clerk hereby created discharge of  
 As witness my hand this 20<sup>th</sup> day of April A. D. 1900.  
C. H. Newby  
 Attorney in fact  
 Recorded April 20<sup>th</sup> 1900. H. G. Waxman Register of Deeds