

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of August in the year of our Lord one thousand eight hundred and ninety seven, between Amanda Coger of Lawrence in the County of Douglas and State of Kansas of the first part, and Sherman A. Harvey of Lawrence, Douglas County, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred and forty four and 67/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 Lot No. One hundred and twelve (112) on Douglas Street in the City of Lawrence County of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Amanda Coger do 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 Five hundred forty four and 67/100 dollars

according to the terms of One certain promissory note this day executed and delivered by the said Amanda Coger to the said part of the second part: Said note in the sum of Five hundred forty four and 67/100 dollars due in five years from date with interest at the rate of seven per cent payable annually

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 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 of making such sale on demand to the said Amanda Coger heirs and assigns.

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

sealed
Signed and delivered in presence of

J. A. Coff
A. G. Hammond
STATE OF KANSAS,
County of Douglas } SS.

Amanda Coger (SEAL.)
mark (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 20 day of Oct, A. D. 1897 before me, Adaline Hornor a Deputy Clerk Dist Court, a Notary Public in and for said county and State, came Amanda Coger

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires

Recorded Feb 3 A. D. 1898, at 15 o'clock P.M. Adaline Hornor Notary Public

E. D. Doxman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full
The Mortgage is hereby released and the lien thereby created
is discharged. A witness my hand this 17 day of June, A.D. 1905,
Sherman A. Harvey.
By Ed. S. Harvey, his atty in fact.

Recorded June 17th 1905

Ed. S. Harvey
Register of Deeds.