

This indenture, made this 18 day of September in the year of our Lord one thousand eight hundred and ninety nine between Samuel Palmer & Henrietta C. Palmer his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and W. M. Shaw of the second part: Hitherto, that the said parties of the first part, in consideration of the sum of Two hundred & fifty dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold and by this presents does 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: Lot 78 seventy eight (78) Street according to a plat of the City of Lawrence Co & State of Kansas, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel Palmer & Henrietta C. Palmer his wife does 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Two hundred and fifty dollars according to the terms of one certain promissory note this day executed by the said Samuel Palmer & Henrietta C. Palmer his wife to the said party of the second part. Said note being given for the sum of Two hundred and fifty (250) dollars dated September 18, 1897, due and payable in Five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Two hundred (200) dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be paid and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable of and to the party of the second part, her 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 being waived or not at the option of the party of the second part her heirs, executors, administrators or assigns, and out of all the moneys arising from such sale, to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale,

The following is entered on the original instrument.
The note herein described having been paid in full the mortgage
is hereby released and the lien hereby created is hereby
As Witness my hand this 22nd day of Jan. A. D. 1900 -
W. M. Shaw -

Recorded Jan 22nd 1900. W. M. Shaw
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