

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;

Beginning fifty eight and one half feet ($58\frac{1}{2}$) West of the North West corner of Illinois and Cherry Streets in the City of Lawrence thence North one hundred and fifty (150) feet thence West fifty eight and a half ($58\frac{1}{2}$) feet thence South one hundred and fifty (150) feet thence East fifty eight and a half ($58\frac{1}{2}$) feet to place of beginning, with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Ellen R. Burghardt does 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 thereinfree and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred ~~Two~~ Dollars payable on or before three years from date at the National Bank of Lawrence Kansas with interest at the rate of nine per cent per annum payable annually according to the terms of one certain promissory note this day executed and delivered by the said Ellen R. Burghardt and William H. Burghardt to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for 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 his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said party of the first part or her heirs and assigns.

On witness Whereof The said parties of the first part

St. I. claiming is indorsed on original instrument
The note secured by this mortgage having been paid in full.
This note is hereby satisfied and discharged
March 30, 1897 at 4:30 o'clock P.M. James B. and Charles D. Neely

M. H. Mo. #2
Recorded Contra Recd
Recorded March 30, 1897 at 4:30 o'clock P.M. James B. and Charles D. Neely