

The following is abstracted on the original instrument

Source Lane Kelly 24 1887

Received of Mary Hollister \$761.25 in full of principal interest on her note secured by within mortgage

and I hereby certify the same.

attest J. R. Kelly

Recorded Feb 28, 1887

B. J. Horton Register of Deeds

of Douglas and State of Kansas described as follows to wit;

Lot One Hundred and Twenty three on Kentucky Street in the City of Lawrence Douglas County 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 Mary Hollister and Simpson Hollister do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and they will warrant and defend the title thereof to the said Jane R. Kelly her heirs and assigns forever.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars nine months after date with interest at 10 per cent per annum payable to the order of the said Jane R. Kelly according to the terms of one certain promissory note this day executed and delivered by the said Mary Hollister and Simpson Hollister 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 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 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 parties of the first part or her heirs or assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals