

This Indenture made this fifth day of March in the year of our Lord one thousand eight hundred and eighty five between Charles H. Hughes and Lettie Hughes his wife of North Lawrence in the County of Douglas and State of Kansas of the first part and Mary J. Smith of Little Rock Arkansas of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Thirty four Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part heirs and assigns forever all those tracts or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit;

Lot No. One Hundred and forty (140) and one hundred and forty two (142) Elm Street in Block No. Three (3) North Lawrence, with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty four dollars or or before six months from date with interest from date until paid at the rate of twelve (12) per cent per annum according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part 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 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 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

The following is a true and correct copy of the original instrument
ment of the within mortgage
I hereby release the same
!!".....day of May 1897

Mary J. Smith

By Wm. J. Smiley, her atty in fact

Recorded May 14, 1897

Fred Brooks

Register of Deeds