

This Indenture, Made this 25<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty eight between Benjamin Ellis and Ellis his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. E. Young of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five \$5 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 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 Number One hundred and twenty eight 128<sup>1</sup> New Jersey Street in the City of Lawrence

with all 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 One hundred and twenty five \$5 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Benjamin and Ellis to the said party of the second part; payable two years from date at the National Bank of Lawrence, Kansas with interest at the rate of eight per cent per annum and payable semi-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 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Benjamin Ellis heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of  
Alfred Whitman

Ben Ellis (SEAL.)  
Jane Ellis (SEAL.)  
mark (SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25<sup>th</sup> day of November, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came Benjamin Ellis and Ellis his wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan'y 19<sup>th</sup> 1891. Alfred Whitman Notary Public.

Recorded Nov-30 A. D. 1888, at 2<sup>47</sup> o'clock P.M.

James B. Smith  
Reg. Sec. of Deeds

Recorded Nov. 25<sup>th</sup> 1888  
C. E. Young  
James B. Smith  
Notary Public  
The following is certified as the original instrument—  
The parties herein described having very hand in full this mortgage  
is hereby released and the lien thereby created is discharged.  
As witness my hand and seal this 10 day of March A.D. 1901—  
C. E. Young  
Deputy.

