

This Indenture, Made this Eighteenth day of February in the year of our Lord one thousand eight hundred and eighty two between Daniel Lee and Emma Lee his wife of Townce in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of Auburn New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred 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: Forty No One Hundred and Ninety (190) on Elm Street in Black No Four (4) in that part of the City of Lawrence known as North 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 Two hundred Dollars

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: due in six months with interest from date until paid at the rate of Eight (8) per cent per annum 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Wm. A. Lincoln

J. A. Wright

Daniel Lee

Emma Lee

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 19th day of February, A. D. 1882, before me, Wm. A. Lincoln, a Notary Public in and for said County and State, came Daniel Lee and Emma Lee his wife

to me personally known to be the same persons 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 Sept. 13 1892.

Wm. A. Lincoln

Notary Public.

Recorded Feb. 19 A. D. 1882, at 4¹⁰ o'clock P. M.

James Brooks

Register of Deeds.

The following is a copy of the original instrument as recorded in the original instrument. The parties herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. W. C. Beardsley of Auburn New York. A. D. 1894.

Recorded March 2-1894

The following is a copy of the original instrument as recorded in the original instrument. The parties herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. W. C. Beardsley of Auburn New York. A. D. 1894.