

This Indenture, Made this Eighth day of June in the year of our Lord one thousand eight hundred and eighty three between Cesar Mayes and Ellen P. Mayes his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Suey A. Wright of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty five 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 her 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 five (45) in Addition No. Eight (8) in that part of the Pt. of Lawrence known as North Lawrence being the home stead of the said father of the first part.

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 Forty five Dollars in One Year from date with interest from date until paid at 10 percent per annum according to the terms of a certain mortgage 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 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 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 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 her 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, has hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of
Witness D. W. Sittell

C. Mayes (SEAL.)
E. P. Mayes (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8 day of June, A. D. 1889, before me, a Notary Public in and for said County and State, came Cesar Mayes and Ellen P. Mayes 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 Sept 13 1892. Wm. D. Sinclair Notary Public.

Recorded June 8 A. D. 1889, at 5³⁰ o'clock P. M.

James Brooks Register of Deeds.

This mortgage is recorded on the original instrument. The notes herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. Certificate may have this 12th day of November A. D. 1890. Suey A. Wright

(See Book 33 Page 24 for Release)