

This Indenture, Made this 10th day of October in the year of our Lord one thousand eight hundred and eighty nine between C. E. Dallas of Baldwin in the County of Douglas and State of Kansas of the first part, and Karah E. Lines of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred Eighty Seven DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Begin at the North West corner of the South West quarter of Section Twenty-two (22) Township Fourteen (14) Range Thirteen (13): East on North line said quarter section Ten (10) Rods: South Eight (8) Rods: West (10) Rods: North Eight (8) Rods to beginning &c.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. E. Dallas does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage of even date hereof for \$163 to Edmund B. Wade Guardian.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Eighty Seven Dollars according to the terms of one certain promissory note this day executed and delivered by the said C. E. Dallas to the said party of the second part: payable one year from date with interest from date at the rate of ten per cent per annum at the Lawrence National Bank

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 making such sale on demand to the said C. E. Dallas his heirs and assigns.

In Witness Whereof, The said parties of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Geo A. Banks

C. E. Dallas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 10th day of October, A. D. 1889, before me, Geo A. Banks, a Notary Public in and for said County and State, came C. E. Dallas an unmarried man

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 Dec 12 1892.

Geo A. Banks

Notary Public.

Recorded Oct 14 A. D. 1889, at 2 o'clock P. M.

James Brooks

Register of Deeds.

The following is introduced over the original instrument
It is recited herein that having been paid in full, this mortgage is hereby released, and the
same should be discharged. Witness my hand this 10th day of February A.D. 1891
Recorded February 23, 1891
J. H. Brooks
Register of Deeds