

MORTGAGE RECORD

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
28th day of January, 1893  
Wm E Smelal

Notary of records  
Wm E Smelal

This Indenture, Made this 7th day of December in the year of our Lord one thousand eight hundred and eighty nine between William J. Keys, an unmarried man sole heir of Elizabeth and William Keys of Monett in the County of Barry and State of Missouri of the first part, and Wm E Smelal of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty nine DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 Nos Twenty three (23) and Twenty four (24) in Block No Five of Lane's First Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William J. Keys doth 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, save a prior mortgage of Five hundred and Fifty Dollars, to W. L. Beardsley and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the sum of Twenty nine Dollars.

according to the terms of 107 certain mortgage notes this day executed and delivered by the said William J. Keys to the said party of the second part: payable as follows: Two and ninety hundredths Dollars on the 1st day of June and 1st day of December each year, until said sum of Twenty nine Dollars is fully paid with interest after maturity to default, at the rate of ten percent per annum.

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 William J. Keys his heirs and assigns.

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

Signed and delivered in presence of  
William J. Keys (SEAL.)  
By Ezra C. Keys his Atty in fact (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.



Be it Remembered, That on this 7th day of December, A. D. 1889, before me, D. L. Stodoley, a Notary Public in and for said County and State, came Ezra C. Keys attorney in fact for William J. Keys 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 March 7th 1892. D. L. Stodoley Notary Public.  
Recorded Dec 7th A. D. 1889, at 4:30 o'clock P. M.

James B. B. 16 Reg. later of Deeds.