

P.T. Foley, Plant Don Manufacturer Lawrence, Mo.

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 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 4 Nos Eleven 11 and twelve 12 in Block No Eight 8 Lane Place 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, save a prior mortgage of \$200 to J. B. Beck, and two mortgages aggregating \$100 to William J. Sinclair and the said parties of the second part, and that the said parties of the first part will warrant and defend the same in the quiet and peaceable possession of the said parties of the second part, his heirs and assigns forever, against all persons so lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of then certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: four and fifty hundredths Dollars on the 11th day of March and 10th of September in each year, until said sum of forty five Dollars is fully paid, with interest for each month in default, at the rate of ten per cent. 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 party of the first part, their heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 19th day of March, A. D. 1890, before me,
Augusta J. Jig, a Notary Public and for said County and
State, came W. A. Kello and Edna M. Kello his wife

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 Nov-10-1896

Recorded March - 19 - A. D. 1890, at 3 o'clock P - M

Notary Public

Regulator of Deeds

The undersigned is, appearing for original instrument
of the above premises, and having been duly examined, this mortgage is hereby
released, and the lien thereon is hereby
annulled, and my hand this 14 day of May A.D. 1891
J. A. Wright
Wm D Sinclair
Recorded May 12, 1891 at 11 o'clock P.M. James B. - Clerk Deeds, of Deeds
Suffered Carman's Party