

This Indenture, Made this 21st day of July in the year of our Lord one thousand eight hundred and eighty ninety between Edward & Dix an unmarried man of Fort Scott in the County of Bourbon and State of Kansas of the first part, and Theodore Polk Jr. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty Eight hundred (\$2800.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do^{es} 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: Lots No. Eighty Five (85) and Eighty seven (87) on this Street in the City of Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do^{es} 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

This grant is intended as a Mortgage to secure the payment of the sum of Twenty Eight hundred (\$2800.00) Dollars according to the terms of four certain promissory notes of the first part this day executed and delivered by the said party of the first part to the said party of the second part: notes of seven date each for \$700.00 payable one two three and four years respectively with interest on each note at the rate of 8% per annum from date

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 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 his heirs and assigns.

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

Signed and delivered in presence of

Edward & Dix (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21st day of July, A. D. 1890, before me, R. L. Horton a Notary Public in and for said County and State, came Edward & Dix 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 April 9 - 1893.

R. L. Horton

Notary Public.

Recorded July 21 A. D. 1890, at 5³⁰ o'clock P. M. in and for Douglas Co. Kans

James Brooks

Register of Deeds.

The following is not a mortgage but an original instrument -
\$2800.00
July 20th 1890, Edward & Dix, who make no mortgage but an original instrument -
July 20th 1890, Edward & Dix, who make no mortgage but an original instrument -
Recorded July 20th 1890, W. J. Foley, Notary Public, Mortgages, Law Office, Kansas

The following is not a mortgage but an original instrument -
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
As Witness my hand this 11th day of July 1891