

Samuel K. Ballentine & Mary E. 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 subscribed my hand and affixed my official seal on the day and year last above written.

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Geo B. Edgar

Notary Public

June 8. 1893

My commission expires June 8th 1890.

Recorded June 14. 1890 at 3rd o'clock P.M.

James Brooks

Register of Deeds.

This Indenture, Made this 23^d day of May in the year of our Lord one thousand eight hundred and ninety between George M. Talley of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. W. E. Griffith of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen hundred 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 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: The undivided half of Lot number Fifty one 1511 on Vermont Street in the City of Lawrence Kansas with 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 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, and that he will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars, due and payable in six + twelve Months from date thereof, with interest thereon from date at 7 + 8 per cent per annum, according to the terms of two certain promissory notes this day executed and delivered by said George M. Talley to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and in this instrument specified.

And the said party of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any ^{cost or} penalties shall accrue thereon, and to keep the buildings erected and to be erected on

The following is entered on original instrument.

In consideration of full payment of the within mortgage

I hereby release the same this

18 day of December 1890

Y. W. E. Griffith

James Brooks Register of Deeds

W. W. Carman Deputy

And

R. J. Jamison

Recorded Aug. 5. 1893 at 9 o'clock P.M.