

This Indenture, Made this 11th day of June in the year of our Lord, one thousand eight hundred and Ninety between L. E. Ellis and H. P. Ellis her husband of Ottawa in the County of Douglas and State of Kansas, of the first part, and B. H. Pasley of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred 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 Franklin and State of Kansas described as follows, to-wit: Lots Ninety one (91) Ninety two (92) and Each Half of Lot Ninety three (93) on Chapel Street in Baldwin City Kansas.

Building on said lots to be kept insured for \$600. with loss payable to Mortgage herein during the continuance of this loan with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. E. Ellis does hereby covenant and agree that at the delivery hereof she 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 Five hundred Dollars according to the terms of a certain promissory note this day executed by the said L. E. Ellis and H. P. Ellis to the said party of the second part due three years after date with interest thereon at the rate of Eight per cent per annum payable semi annually, makers have the privilege of paying either \$100, \$200, or \$300 at any interest payment date, and entire amount remaining unpaid at any time after one year.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same becomes due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; 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 waived," and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said first party heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year last

The following is endorsed on the original instrument
July 11 1893 The condition of the within mortgage having been fully complied with, it is hereby released on this the original instrument
B. H. Pasley

Recorded July 17th 1893

James Brooke

Register of Deeds