

This Indenture, Made this 28 day of January in the year of our Lord one thousand eight hundred and ninety one between Thomas Lavelle and Mary Lavelle his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Allen A. Hicks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 Douglas and State of Kansas, described as follows, to-wit: Commencing Sixty (60) Rods East of the South East Corner of South East Quarter Section No. 11 in Township No. 22 North Range No. 20 West of 6<sup>th</sup> P.M. Thence North Forty (40) Rods Thence West Twenty (20) Rods Thence South Twenty (20) Rods Thence East Eight (8) Rods Thence South Twenty (20) Rods Thence East Twelve (12) Rods to beginning containing more or less being the homestead of first parties who reserve the privilege of paying this Mortgage at any interest payment

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas Lavelle and Mary Lavelle do hereby covenant and agree at the delivery hereof that they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Thomas Lavelle to the said party of the second part: payable in three years 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 his executors, administrators or assigns; and out of all 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 or demand to the said Thomas Lavelle his heirs and assigns.

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

Signed and delivered in presence of

Thomas Lavelle (SEAL)  
Mary Lavelle (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 28 day of Jan, A. D. 1891, before me L. D. Steele, a Notary Public in and for said County and State, came Thomas Lavelle and Mary Lavelle his wife to me personally known to be the same persons 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 June 18 1894 L. D. Steele Notary Public  
Recorded Jan 28 A. D. 1891, at 2 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
The notes herein described having been paid in full, this Mortgage is hereby released and the lien thereby created discharged  
Attest my hand this 10th day of August A.D. 1892  
Allen A. Hicks

Recorded August 10th 1892  
James Brooks  
Register of Deeds

The following is endorsed on the original instrument