

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of May in the year of our Lord one thousand eight hundred and Ninety One between Thomas Dee an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and William J. Dee of Chicago Ill of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do to 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 No. Forty Eight (118) on Louisiana Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Thomas Dee do to hereby covenant and agree, 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 Nine Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Thomas Dee to the said party of the second part:

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 on demand to the said Thomas Dee his heirs and assigns.

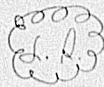
In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Thomas Dee (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 2 day of May, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came Thomas Dee



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 Sept 6 1893 James Brooks Notary Public.
Recorded May 2 A. D. 1891, at 11 o'clock A. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, the mortgage is hereby released and the title hereby created discharged
As witness my hand this 12th day of January A.D. 1894
Atty H. Smith Hardy
Recorded January 15 1894
James Brooks