

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 8 day of July in the year of our Lord one thousand eight hundred and ninety two between Troy Stroe of Lawrence in the County of Douglas and State of Kansas of the first part, and Delia A. Phillips of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lots Nos Nine and Eleven Pennsylvania Street in the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Troy Stroe does 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 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 Two Hundred Dollars according to the terms of one certain promissory day executed and delivered by the said Troy Stroe to the said party of the second part: due in five years interest according to coupons

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 Troy Stroe 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

Troy Stroe

(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8 day of July, A. D. 1892, before me L. D. Steele a Notary Public in and for said County and State, came Troy Stroe unmarried 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 June 18 1894

L. D. Steele

Notary Public.

Recorded July 9 A. D. 1892, at 4:50 o'clock P-M.

James Brooks

Register of Deeds

The following is endorsed on 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 7th day of May A.D. 1903.
Delia A. Phillips by
C. P. Phillips her Attorney in fact.

Recorded May 7th A.D. 1903

Adm. Armstrong

Register of Deeds

By J. C. Bowman

Deputy.