

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 23^d day of May in the year of our Lord one thousand eight hundred and ninety three between M. & Rice and R. E. Rice, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. & Rice of the second part,

Witnesseth, That the said party 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 Douglas and State of Kansas, described as follows, to-wit: Lots numbers 150 and 152, Kentucky Street Lawrence Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except recorded incumbrances set forth in the County records

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 and delivered by the said parties of the first part to the said party of the second part: To-wit: as follows \$500.00 Lawrence Douglas Co. Kansas. For value received we agree to pay to M. & Rice the sum of Five hundred dollars with lawful interest three years from the date hereof without to paid annually at the end of each year M. & Rice R. E. Rice 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 appraisal hereby waived or not at the option of the party of the second part executors, administrators or assigns, and out of all the 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

M. & Rice (SEAL.)R. E. Rice (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 27 day of May, A. D. 1893, before me J. O. Hollaway, a Notary Public in and for said County and State, came M. & Rice and R. E. Rice 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 Sept 4th 1893Recorded June 10th A. D. 1893, at 12:30 o'clock A. M.Jas. O. Hollaway (Notary Public)James Brooks (Register of Deeds)

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the land thereby created discharged.
At Lawrence my hand, this 20th day of Jan. A. D. 1896
M. & Rice

Jas. O. Hollaway, Notary Public, Term expires Oct. 2nd 1897

Recorded January 27, 1896