

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 29 day of July in the year of our Lord one thousand eight hundred and ninety three between Chauncey S. Steele (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and B. F. Friedrich of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he 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: The East half (1/2) of the Northeast quarter of Section Thirty four (34) Township Fourteen (14) Range Nineteen (19) East of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do he 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 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 ⁰⁰ Dollars according to the terms of One certain promissory note this day executed and delivered by the said Chauncey S. Steele to the said party of the second part: payable Three years from date at The Lawrence Nat Bank of Lawrence Kansas with interest at the rate of 7 per cent per annum payable semi annually

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 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said Chauncey S. Steele his heirs and assigns.

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

Signed and delivered in presence of

Chauncey S. Steele (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County }

Be it Remembered, That on this 29 day of July, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Chauncey S. Steele (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 July 17 1895Recorded July 29 A. D. 1893, at 3⁰⁰ o'clock P. M.Alfred Whitman

Notary Public

James Brooke

Register of Deeds

(For assignment See Book 29 Page 386) (Released See Book 34 Page 306)

