

This Indenture, Made this 31st day of July in the year of our Lord one thousand eight hundred and ninety three between George M Talley and Jessie E Talley his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Alford of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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: Lot No Fifty One 51 on Vermont Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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

This grant is intended as a Mortgage to secure the payment of the sum of Twenty One Hundred Dollars, Purchase Money according to the terms of three certain notes this day executed and delivered by the said George M Talley and Jessie E Talley to the said party of the second part: One for \$1000 due on or before one year, one for \$1000, due on or before two years, and one for \$100 due in thirty days from their dated, and all dated July 31st 1893 and bearing 7% but from their date 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 their 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 parties of the first part their 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

George M Talley (SEAL.)
Jessie E Talley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of July, A. D. 1893, before me Geo H Banks, a Notary Public in and for said County and State, came George M Talley and Jessie E Talley 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 Dec 1 1896.

Recorded July 31 A. D. 1893, at 3²⁰ o'clock P M.

Geo H Banks

Notary Public.

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 lien thereby created discharged.
As witnesses my hand, this 11th day of October, A.D. 1894
J. D. Alford

Recorded October 11th 1894
James Brooks
Register of Deeds

