

This Indenture, Made this 3^d day of August in the year of our Lord one thousand eight hundred and ninety three between Ellen A. Carey and Isaac A. Carey her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Wilhelmina Sanderson of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four 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 her 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: Begin at a point Twenty (20) rods North of the South West Corner of North east quarter of Section Nineteen (19) Township Twelve (12) Range Twenty (20) Thence East Eighty (80) rods, North Thirty five (35) rods, West Eighty (80) rods, South Thirty five (35) rods to beginning. 17 1/2 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 Four Hundred and 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Ellen A. and Isaac A. Carey to the said party of the second part: payable Three (3) years from date at the Lawrence Nat. Bank of Lawrence Kansas with interest at the rate of Seven (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 her 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 her 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 Ellen A. Carey her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of F. Mason Ellen A. Carey (SEAL.) Isaac A. Carey (SEAL.) (SEAL.) (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 3^d day of August, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Ellen A. Carey and Isaac A. Carey her husband 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 July 17 1895 Alfred Whitman Notary Public.
Recorded Aug 4 A. D. 1893, at 11¹² o'clock A.M.
James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 15th day of April 1902.
Attest: Ellen A. Carey
Isaac A. Carey
Deputy Register of Deeds.
See book 26 page 588 for partial release
See book 33 page 110 for assignment
See book 33 page 167 for 2nd assignment
See book 33 page 169 for 3rd assignment
See book 33 page 244 for 4th assignment