

This Indenture, Made this First day of August in the year of our Lord one thousand eight hundred and ninety three between B. M. Gregory and Myrtie M. Gregory (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said party us of the first part in consideration of the sum of Fifteen 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: East half (1/2) of North East quarter (1/4) of Section Twenty three (23) Township Twelve (12) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party us of the first part therein. And the said B. M. Gregory and Myrtie M. Gregory 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 Fifteen Hundred Dollars according to the terms of One certain Note with Interest Coupons this day executed and delivered by the said B. M. Gregory and Myrtie M. Gregory to the said party of the second part: her heirs or assigns

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 us 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 us 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 us making such sale on demand to the said B. M. Gregory her heirs and assigns.

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

Signed and delivered in presence of

B. M. Gregory (SEAL.)  
Myrtie M. Gregory (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 3<sup>rd</sup> day of August, A. D. 1893, before me L. N. Corse, a Notary Public in and for said County and State, came B. M. Gregory and Myrtie M. Gregory 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 January 16 1897

Recorded Aug 11 A. D. 1893, at 2<sup>45</sup> o'clock P-M.

L. N. Corse

Notary Public.

James Brooks

Register of Deeds.

The following is included in the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the said hereby created discharged  
As Witness my hand and seal this day August A.D. 1900.  
Mary J. Bailey  
John W. Mendenhall  
Register of Deeds  
Recorded Aug 13<sup>th</sup> 1900