

This Indenture, Made this Fourteenth day of December in the year of our Lord one thousand eight hundred and ninety three between Charles H. Bease and Mary E. Bease his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Sophia M. Bease of Hartford Vermont of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 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: The East half of the following described tract of land in Lot 3 in Section thirty two (32) in Township No twelve (12) South of Range No twenty (20) East of the 6th Meridian Begin at the South East corner of said Lot 3 thence West twenty (20) East of the 6th Meridian to a stone thence North twenty six (26) chains fifty (50) links to a stone in the bank of the Kansas River thence South 86 1/4° East twenty (20) chains fifty two (52) links to a stone at the North East corner of said Lot 3 thence South twenty (20) chains to the place of beginning containing 20.25 acres of land. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles H. Bease and Charles J. Bease 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 One thousand five hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Charles H. Bease and Charles J. Bease to the said party of the second part: due and payable twelve months after date with interest from date till paid at six per cent per annum.

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 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 Charles H. Bease and Charles J. Bease 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

Charles H. Bease (SEAL.)  
Mary E. Bease (SEAL.)  
Charles J. Bease (SEAL.)  
Eva M. Bease (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 18th day of December, A. D. 1893, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Charles H. Bease and Mary E. Bease his wife and Charles J. Bease and Eva M. Bease 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 March 2nd 1896

Recorded Dec 20 A. D. 1893, at 10:30 o'clock A. M.

Joseph E. Riggs Notary Public.  
James Brooks Register of Deeds.

(Released per Book-39-Page-498)