

This Indenture, Made this twenty fifth day of January in the year of our Lord one thousand eight hundred and Ninety four between Emice N. Thomas of Lawrence in the County of Douglas and State of Kansas of the first part, and John L. Kilworth of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifty  $\frac{7}{10}$  (\$50.00) 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 One hundred thirty one (131) Connecticut Street Lawrence Kansas per plat said City.

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 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 Fifty  $\frac{7}{10}$  Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part:

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 Emice N. Thomas heirs and assigns.

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

Signed and delivered in presence of

Mrs Emice N. Thomas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 27<sup>th</sup> day of January, A. D. 1894, before me J. R. Binger, a Notary Public in and for said County and State, came Emice N. Thomas

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 Nov 17<sup>th</sup> 1894

Recorded Feb 3 A. D. 1894, at 4 o'clock P M.

Notary Public

Register of Deeds

The following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created, discharged.  
As witness my hand, this 26 day of July A.D. 1894  
John L. Kilworth

Recorded July 26<sup>th</sup> 1894  
James Brooks  
Register of Deeds

L. J.

J. R. Binger  
James Brooks