

Joseph E. Riggs a notary public in and for said county and state, came Carrie Eldridge and Thelma M. Eldridge, 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 notarial seal on the day and year last above written.

My Commission expires Mch 2. 1896.
Recorded Oct 29. 1894 at 10 o'clock A.M.

Joseph E. Riggs
Notary Public

James Brooks
Register of Deeds

This Indenture, Made this 17 day of October in the year of our Lord one thousand eight hundred and Ninety four between Benjamin Ellis, Lizzie Beale & Theodore Beale, Susan Hawkins and Gatz Lindsay heirs at law of Jane Ellis decd. of Lawrence in the County of Douglas and State of Kansas, of the first part, and N. J. Patterson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy eight & $\frac{5}{100}$ 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 173 New York Street in the City of Lawrence with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benjamin Ellis, Lizzie Beale, Susan Hawkins, Gatz Lindsay 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 and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of Seventy eight & $\frac{5}{100}$ Dollars, according to the terms of one certain promissory note this day executed by the said grantors to the said party of the second part. Said note being given for the sum of Seventy eight & $\frac{5}{100}$ Dollars, dated Oct 17 1894 due and payable in One year from the date thereof with interest thereon from the date thereof until paid, according to the terms of said note. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is here-