

This Indenture, Made this twenty sixth day of November in the year of our Lord one thousand eight hundred and ninety four between Fletcher M. Bell and Laura A. Bell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. C. Beardsley of Auburn New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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: lots Nos One Hundred and thirty two (32) and One hundred and thirty four (34) on Main Street in Block No. forty one (41) in that part of the City of Lawrence known as West Lawrence, being the homestead of the said parties of the first part, who hereby agree to maintain insurance to the amount of Five Hundred Dollars on the buildings now, or to be erected on said lot, during the existence of this loan, for the benefit of the party of the second part, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said parties 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 and that they will warrant and defend the same in the quiet and peaceable possession of second party his heirs or assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in 2 years from date, with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default until fully paid at the rate of ten (10) 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 and 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 and 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part 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
Fletcher M. Bell (SEAL.)
Laura A. Bell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 26 day of November, A. D. 1894, before me, A. A. Cooper, a Notary Public in and for said County and State, came Fletcher M. Bell and Laura A. Bell 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 24 1897
Recorded Nov 26 A. D. 1894 at 1:30 o'clock P. M.

A. A. Cooper Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full
This mortgage is hereby Released and the same thereby
Created Discharged. No witness my hand this 23 day of Feb. 23, 1904.
James Brooks
Recorded Feb 27th 1904.
W. W. Mansbrough
Register of Deeds.
(Assigned See Book 37 Page 98) (Assigned See Book 37 Page 480)