

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and ninety four between P. M. Wallace and Martha Wallace his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nellie J. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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: Beginning at a point five (5) rods south of the north west corner of the south west quarter (1/4) of the north east quarter (1/4) of section nineteen (19) in township twelve (12) south range twenty (20) three east (10) eighty rods, thence south twenty (20) rods, thence west eighty (80) rods, thence north twenty (20) rods to place of beginning ten acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said P. M. Wallace and Martha Wallace his wife do hereby covenant and agree that at the delivery hereof that 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 excepting a mortgage of five hundred dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty dollars according to the terms of one certain Promissory note this day executed and delivered by the said P. M. Wallace and Martha Wallace 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 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 P. M. Wallace and Martha Wallace his wife or their heirs and assigns.

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

Signed and delivered in presence of

P. M. Wallace (SEAL)

Martha Wallace (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 11th day of December, A. D. 1894, before me, N. E. Benson, a Notary Public in and for said County and State, came P. M. Wallace and Martha Wallace 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 1st 1895. N. E. Benson Notary Public
Recorded Dec 11 A. D. 1894 at 1:20 o'clock P. M.

James Brooks Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 11th day of December 1894 by Nellie J. Smith Attorney in fact

Attest N. E. Benson Register of Deeds



The following is a true and correct copy of the original of said instrument