

This Indenture, Made this Fifth day of January in the year of our Lord one thousand eight hundred and ninety three between Alexander Steele and Lucinda Steele his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Yum Keith of same place of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of (\$450) Two 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: South One (1) 1/2 Sec of West Two (2) 1/2 Sec of South half of South East Quarter of South East Quarter of Section No Nineteen (19) Township No Twelve (12) South of Range No Twenty (20) East of the 6th P.M. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Alexander Steele and Steele hereby covenant and agree that at the delivery hereof they the lawful owner<sup>s</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Fifty Dollars (\$450) according to the terms of One certain Note this day executed and delivered by the said Alexander Steele to the said party of the second part: Payable in one year after date with interest at 8 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 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 Alexander Steele his heirs and assigns.

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

Signed and delivered in presence of

Lewis J. Steele

Alexander Steele (SEAL)

Lucinda Steele (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 8 day of January, A. D. 1895, before me, L. J. Steele, a Notary Public in and for said County and State, came Alexander Steele and Lucinda Steele 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 June 18 1896

Recorded Jan 9 A. D. 1895 at 11 o'clock A. M.

L. J. Steele

Notary Public.

James Brooks  
Register of Deeds

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