

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of June in the year of our Lord one thousand eight hundred and ninety nine between Edgar N. Bailey wife R. T. Bailey of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

**Witnesseth**, That the said part III of the first part in consideration of the sum of Eight 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 her 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: Commencing at the South West Corner of Quincy and Ohio Streets, in the City of Lawrence, and running thence West along the South side of Quincy 750 feet, thence South 75 feet, thence East on a line parallel to Quincy St 750 feet to the West side of Ohio Street, thence North along the West side of Ohio St. 75 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Edgar N. Bailey and R. T. Bailey 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 Eight hundred dollars \$800 according to the terms of One certain Note and its but coupons this day executed and delivered by the said Edgar N. Bailey and R. T. Bailey 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 therefor, 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 her 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 her 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 Edgar N. Bailey and R. T. Bailey their heirs and assigns.

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

Signed and delivered in presence of

R. D. MasonE. N. A. Bailey

(SEAL.)

R. T. Bailey

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

**Be it Remembered**, That on this 10 day of June, A. D. 1895, before me, L. A. Steele a Notary Public in and for said County and State, came E. N. A. Bailey and R. T. Bailey 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 1898Recorded June 10 A. D. 1895 at 3:30 o'clock P. M.

Notary Public.

James Brooke

Register of Deeds.

Recorded June 10<sup>th</sup> 1898.

L. A. Steele, Notary Public

The following is endorsed on the original instrument:  
The State herein described having been paid in full this mortgage is hereby released  
and the lien thereby on said land is discharged.  
At Lawrence my hand this 10<sup>th</sup> day of June A.D. 1898  
Mary J. Bailey