

This Indenture, Made this nineteenth day of October in the year of our Lord one thousand eight hundred and ninety five between John H. Dailey, a single man of Laurance in the County of Douglas and State of Kansas of the first part, and The Merchants Loan and Savings Bank of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of fourteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL grant, bargain, sell and mortgage to the said party of the second part its success 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 numbered seventeen (17) nineteen (19) and twenty one (21) Ohio Street in the City of Laurance

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John H. Dailey do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 fourteen hundred Dollars according to the terms of one certain note this day executed and delivered by the said John H. Dailey 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 its successors ~~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 its successors ~~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 John H. Dailey his heirs and assigns.

**In Witness Whereof,** The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John H. Dailey (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 19<sup>th</sup> day of October, A. D. 1895, before me, R. Q. Manley, a Notary Public in and for said County and State, came John H. Dailey to me personally known to be the same person 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 Nov - 16 - 1896 R. Q. Manley Notary Public.  
Recorded Oct - 19 - 1895 at 7:30 o'clock P. M.

James Brooks  
Register of Deeds.

The following is produced on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the instrument created discharged. Attest: S. A. Wood - Secy. -  
A.D. 1900 -  
Recorded Sept 19 - 1900 -  
W. H. Rogers -  
Register of Deeds -  
By Allen B. Schmechel Deputy.