

This Indenture, Made this 14th day of December in the year of our Lord one thousand eight hundred and ninety two between Carrie E. Peairs and Nerry B. Peairs her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Melen S. Peairs of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party 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 numbers four (4) and nine (9) and the North fifty feet (50 feet) of lots five (5) and eight (8) in Block Eight (8) of Babcock's Addition to the City of Lawrence County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars (\$2000.00) according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party heirs and assigns of the second part: due and payable in five years from date and as stipulated therein

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 heirs and assigns of the second part heirs 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 heirs and assigns of the second part heirs and 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 heirs and assigns making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Carrie E. Peairs (SEAL.)
Nerry B. Peairs (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14th day of December, A. D. 1892, before me, Hugh Blair, a Notary Public in and for said County and State, came Carrie E. Peairs and Nerry B. Peairs her husband 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 18th Dec 1897 Hugh Blair
Recorded April 30 A. D. 1896 at 10¹² o'clock A. M.

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 5th day of March 12 1898
Helen S. Peairs

Recorded March 5th 1898

L. S. Peairs

