

This Indenture, Made this 27th day of July in the year of our Lord one thousand eight hundred and ninety six between Howard A. Peairs and Helen T. Peairs his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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: Lot One Hundred and Seven (107) on Kentucky Street in the City of Lawrence according to the Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties 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 save one certain mortgage to H. T. Peairs for the sum of Seven Hundred (700⁰⁰) Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars 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 of the second part: due and payable in three years from date according to the terms of said note.

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 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 Parties of the first part 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

H. A. Peairs (SEAL.)

Helen T. Peairs (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 27th day of July, A. D. 1896, before me, Frank L. Peairs, a Notary Public in and for said County and State, came Howard A. Peairs and Helen T. Peairs 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 Nov 25th 1899 Frank L. Peairs Notary Public.
Recorded July 29 A. D. 1896, at 5¹⁰ o'clock P. M.

James Brooks Register of Deeds.

Recorded Nov. 9, 1898, at 10⁰⁵ O'clock A.M.
The following was indorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created, discharged.
As Witness my hand, this 8th day of November A.D. 1898
H. J. Jarman
Register of Deeds
By H. C. Fisher
clerk

Alex. Lewis
Luther North Lewis
Sale heirs of Mary J. Lewis, deceased.

(Assigned See Book 31 Page 560)

