

This Indenture, Made this 1st day of August in the year of our Lord one thousand eight hundred and ninety six between Mina P. Dias, and W. I. Dias husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and James Davis of the second part,

Witnesseth, That the said party W of the first part in consideration of the sum of Three Hundred (\$300) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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 Number five (5) in Addition Number One (1) North Lawrence according to the survey and plat of said Addition Number One (1) on file in the office of Register of Deeds of said county in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mina P. Dias and W. I. Dias 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 Three hundred (\$300) Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Mina P. Dias and W. I. Dias 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 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, appraisalment 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 of making such sale on demand to the said Mina P. Dias and W. I. Dias, their heirs and assigns.

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

Signed, and delivered in presence of

W. I. Dias (SEAL.)
Mina P. Dias (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 1st day of August, A. D. 1896, before me, Francis M. McHale, a Notary Public in and for said County and State, came W. I. Dias and Mina P. Dias, Husband and wife 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 Febr - 19th - 1898 Francis M. McHale Notary Public.
Recorded Dec - 30 A. D. 1896, at 11:50 o'clock A-M.

James Brooks
Register of Deeds.

The following instrument was recorded in Original Instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
At Witness my hand this 4th day of May A. D. 1897
James Davis

Recorded May 4, 1897
Fred Brooks
Dept. Register of Deeds

