

This Indenture, Made this 14th day of January in the year of our Lord one thousand eight hundred and ninety eight between Elizabeth M. Dick & J. H. Dick her husband & William S. Dick and Charity A. Dick, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 No. one hundred twenty four (124) and the South fifty (50) feet of Lot No. one hundred twenty two (122), both on Louisiana Street in the City of Lawrence, being the Homestead of said Wm. S. Dick and wife; Also the North half of section No. 22 (16) in Township 14 North (12) South of Range No. Twenty (20) East of 6th E.M. 122.5 acres out of the North East quarter of said section here to be sold to one James Barron, the land hereby mortgaged containing 1.52 acres, more or less. First parties agree to maintain \$500. insurance upon the buildings on said premises during the existence of this loan, for benefit of second party, his heirs or assigns. 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 owner(s) of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of

Five Thousand Dollars

according to the terms of Five certain Mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: each for the sum of \$100, due respectively in 1, 2, 3, 4 and 5 years from date, with interest from date to maturity or default as evidenced by coupons attached to said notes, and interest after maturity or default at 6% per annum until fully paid in cash or by sheriff's deed to a law described property together with possession thereof 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Charity A. Dick (SEAL.)
William S. Dick (SEAL.)
Elizabeth M. Dick (SEAL.)
J. H. Dick M. L. (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 14th day of January, A. D. 1898, before me, L. A. Wright, a Notary Public in and for said County and State, came Elizabeth M. Dick & J. H. Dick, her husband & Wm. S. Dick and Charity A. Dick, his wife to me personally known to be the same person(s) 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 26 1899

Recorded Jan - 14 A. D. 1898, at 3:50 o'clock P.M.

L. A. Wright Notary Public.
James Brooks Register of Deeds.

(Released see Book 39 Page 198)
(For release see Book 39 Page 73) (For further release see Book 39 Page 133)