

This Indenture, Made this Eighth day of June in the year of our Lord one thousand eight hundred and ninety eight between Doc McWilliams and Malinda McWilliams (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mella E. Bailey of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred 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 her 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 and forty eight (148) New Jersey Street, in the city of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Doc McWilliams and Malinda McWilliams 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 One Hundred dollars

according to the terms of One certain note and six coupons this day executed and delivered by the said Doc McWilliams and Malinda McWilliams to the said party of the second part: her heirs or assigns

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, appraisement hereby waived or not at the option of the party of the second part her 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 Doc McWilliams 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

Doc McWilliams (SEAL.)
Malinda McWilliams (SEAL.)
Mark (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } SS.

Be it Remembered, That on this Tenth day of June, A. D. 1898, before me, John M. Newlin, Notary Public in and for said County and State, came Doc McWilliams and Malinda McWilliams 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 April 28, 1899 John M. Newlin Notary Public.
 Recorded June 11 A. D. 1898, at 2:30 o'clock P. M.

H. B. Newman
 Register of Deeds.