

This Indenture, Made this Thirtieth day of October in the year of our Lord ~~one thousand~~ eight hundred and ninety nine between Emice Thomas (widow)

of Lawrence in the County of Douglas and State of Kansas of the first part, and Julia F. Nicholson of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifty DOLLARS, to Emice Thomas duly paid, the receipt of which is hereby acknowledged, ha Emice Thomas sold and by these presents do Emice Thomas grant, bargain, sell and mortgage to the said part of the second part Julia F. Nicholson 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. 2, Subdivided and Town (303) Pennsylvania Street in Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Emice Thomas do Emice Thomas hereby covenant and agree that at the delivery hereof Emice Thomas she is the lawful owner 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 Fifty Dollars according to the terms of And certain Note this day executed and delivered by the said Emice Thomas to the said part 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 part 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 part 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of the second part Her making such sale on demand to the said Emice Thomas heirs and assigns.

In Witness Whereof, The said part of the first part, ha Emice Thomas hereunto set Her hand and seal the day and year first above written.

Signed and delivered in presence of

Dorcas Jourdau

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 13 day of October, A. D. 1899, before me, Emice H. Thomas, a Notary Public in and for said county and State, came

Emice Thomas 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 15, 1902

Recorded Oct. 14 A. D. 1899, at 12 o'clock M.

Notary Public.

J. D. Sorman
Register of Deeds.



This is being enclosed on the original instrument. This note is hereby described having been paid in full, the mortgage is hereby released, and the land hereby granted, discharged. As witness my hand this thirtieth day of February A.D. 1900.

Julia F. Nicholson

Recorded February 20, 1900.

Attest my hand and seal of Office this 23rd day of February A.D. 1900.