

This Indenture, Made this Twist day of January in the year of our Lord one thousand eight hundred and ninety eight between Lewis Reedy and Effie Reedy husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles Behle of the second part,

**Witnesseth,** That the said part is of the first part in consideration of the sum of Six hundred ninety five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 thirty nine (39) on New Jersey street in the City of Lawrence as shown by the plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Lewis Reedy and Effie Reedy 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 Six hundred ninety five Dollars according to the terms of one certain promissory note this day executed and delivered by the said Lewis Reedy to the said part of of the second part and payable in one year from date with interest at eight per cent per annum.

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 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 part of 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 cost 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 Lewis Reedy and Effie Reedy, their heirs and assigns.

**In Witness Whereof,** The said part is of the first part, ha ve hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 14<sup>th</sup> day of January, A. D. 1898, before me, Francis M. McHale, a Notary Public in and for said county and State, came Lewis Reedy and Effie Reedy husband and 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 Febr. 17<sup>th</sup> 1898 Francis M. McHale  
Recorded Nov. 6<sup>th</sup> A. D. 1898, at 1<sup>55</sup> o'clock P. M. Notary Public.

G. W. Foxman  
Register of Deeds.

The following is endorsed on the original instrument:  
The state herein described having been paid in full this Mortgage is hereby released and the lien thereby created is changed.  
As Witness my hand this 10<sup>th</sup> day of January A.D. 1900.  
Charles Behle

Recorded Jan 10<sup>th</sup> 1900. G. W. Foxman Register of Deeds

