

This Indenture, Made this Thirteenth day of September in the year of our Lord one thousand eight hundred and ninety Nineteen hundred, between John A. Dailey and Helen M. Dailey (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and M. W. Bailey of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty eight hundred and fifty 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 to be severed (17) Nineteen (17) and twenty one (21) on Ohio Street in the City of Lawrence, Douglas County Kansas.

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with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John A. Dailey and Helen M. Dailey do hereby covenant and agree that at the delivery hereof they are 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 Twenty eight hundred and fifty dollars, according to the terms of two certain notes this day executed and delivered by the said John A. Dailey and Helen M. Dailey to the said party of the second part his heirs and 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 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, appraisalment hereby waived or not at the option of the part 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 part of making such sale on demand to the said John A. Dailey his heirs and assigns.

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

Signed and delivered in presence of  
John M. Newlin (SEAL.)  
John A. Dailey (SEAL.)  
Helen M. Dailey (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } SS.



Be it Remembered, That on this 13<sup>th</sup> day of September, A. D. 1900, before me, John M. Newlin, a Notary Public in and for said county and State, came John A. Dailey and Helen M. Dailey 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13<sup>th</sup> 1900  
 Recorded Sept 13, A. D. 1900, at 4 o'clock P. M.

W. A. Sorrenson  
 Register of Deeds.

For Assignment See B. 41-1-299 For Release see B. 41-1-295 (For Release see B. 41-1-297 Page 187)