

This Indenture, Made this 28 day of February in the year of our Lord one thousand eight hundred and ninety one (1901) between Edward Deay and Bertha Deay his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and A. A. Ellis of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 parties 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: The north half of the southwest quarter of section No. two (2) in Township No. four (4) South of Range No. nineteen (19) East of the sixth Principal Meridian, Kansas, containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward Deay and Bertha Deay 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 Two Thousand Dollars

according to the terms of One certain Note this day executed and delivered by the said Edward Deay and Bertha Deay to the said parties of the second part: Payable in five years with interest at the rate of six percent per annum payable semi-annually from date, being part of purchase price of premises.

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 parties 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 parties 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the parties of the second part making such sale on demand to the said Edward Deay, his 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

Res. Stamp 50c

Edward Deay (SEAL.)

Bertha Deay (SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 4 day of March, A. D. 1901, before me, L. S. Steele, a Notary Public in and for said county and State, came Edward Deay and Bertha Deay, husband and wife 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 subscribed my name my hand and affixed my official seal on the day and year last above written.

My commission expires June 20 1902

Recorded Mar 11 A. D. 1901, at 5:10 o'clock P.M. Lawrence, Kansas

L. S. Steele
Notary Public,
Register of Deeds

The following is enclosed on the original instrument. The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 3rd day of March A.D. 1901.

Recorded March 3rd 1901.
C. W. Armstrong,
Register of Deeds.