

This Indenture made this 23<sup>rd</sup> day of May in the year of our Lord one thousand eight hundred and eighty four between Albert Deal and Emma Deal his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Andrew D. Jackel of same place of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500) Dollars to them duly paid the receipt of which 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, Lot No. One Hundred and Twenty three (23) Connecticut Street in the City of Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Albert Deal and Emma Deal 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 Five Hundred Dollars in two years after date with interest at ten percent per annum payable annually according to the terms of one certain note this day executed and delivered by the said Albert Deal and Emma Deal to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for the said party 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 party of the second part his executors administrators or assigns and out of all the money arising from such sale to retain the amount then due

*This Note & Deed of the Mortgage herein recorded has been fully  
paid, the receipt of which is hereby acknowledged and recorded  
hereby sealed this the 23<sup>rd</sup> day of June 1889*

*Albert Deal*

*Emma Deal*

*Andrew D. Jackel*