

This Indenture, Made this 23rd day of October in the year of our Lord one thousand eight hundred and eighty four between E. D. F. Phillips and Augusta A. Phillips of North Lawrence in the County of Douglas and State of Kansas of the first part and J. H. Wellman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of two hundred 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:

Tracts (34) thirty four (35) thirty five & (36) thirty six in the North East Central Subdivision of the City of Lawrence formerly known as North Lawrence Douglas County Kansas with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part 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 hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part 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 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, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns: and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said party of the first part

The following is endorsed on original instrument.  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
..... day of March, 1992.

Recorded March 12, 1892 at 1 o'clock P. M. James Brooks Register of Deeds.  
J. Wellman  
By H. McCarmean Deputy