

This Indenture, Made this 12<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty four between Dennis Keleher and Kate E. Keleher in the County of Douglas and State of Kansas of the first part and M. J. Fitzpatrick of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred and twenty five 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: Lot Number One hundred and fifty three (153) New York 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 Dennis and Kate E. Keleher 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 and twenty five Dollars according to the terms of One certain promissory note this day executed and delivered by the said Dennis and Kate E. Keleher to the said party of the second part, payable five years from date at Nat. Bank of Lawrence Kas. with interest at the rate of ten per cent per annum 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 his 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 or their heirs and assigns.

See Ord. 22 p 406

The following is returned on original instrument  
The within mortgage note it was given to secure is hereby satisfied  
in full, Oct 26, 1884

J. H. Fitzpatrick  
James Brothers Register of Deeds  
H. W. Carman Deputy

Recorded Oct 26, 1893 at 11:30 o'clock A.M.

An the original instrument are the following instruments  
Pay to John A. D. Valler or assigns