

Twenty two (22) on Elm Street in Block 40, Three (3) in that part of the city of Lawrence 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 party of the first part does hereby covenant and agree that at the delivery hereof he is 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 whatsoever.

This grant is intended as a mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of a certain note this day executed and delivered by the said party 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 thereof shall be paid by the party making such sale or defaults to the said party of the first part his heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written.

James Nelson 

State of Kansas }
Douglas County }

Be it Remembered That on this 22nd day of November A.D. 1884 before me L. H. Pearson a Notary Public in and for the County and State aforesaid James Nelson a widower 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 and affixed my official seal the day and year last above written.

(L.S.)
My Commission expires March 4, 1885.

L. H. Pearson, Notary Public.

Recorded November 22nd 1884 at 4⁵⁵ O'clock P.M.

A. J. Arnold Register of Deeds.

The following is endorsed on the original:
The debt hereby secured being fully paid - 9 Nov 1884
discharge this mortgage.

Done at Lawrence K. Aug 17, 1885.

W. D. Boye

Attest:
Wm D. Dineen

Recorded