

MORTGAGE RECORD

P. T. Foley, STATE BOOK MANUFACTURER, LAWRENCE, KANS.

This Indenture, Made this 17 day of September in the year of our Lord one thousand eight hundred and eighty eight between Thomas Price and Clara Price his wife of Elk in the County of Douglas and State of Kansas of the first part, and Wm. Cuntchfield of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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 South West quarter of Section Three Township Fifteen N Range Eighteen W

with all the appurtenances, and all the estate, title and interest of the said part 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 and Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Thomas and Clara Price to the said part of the second part: payable on or before three years from date at The National Bank of Commerce

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 party of the second part executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Thomas Price heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
Thomas Price (SEAL.)
Clara Price (SEAL.)
3 (SEAL.)
3 (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of September, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came Thomas Price and Clara Price his wife to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged the execution of the same.



In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 19 1891. Alfred Whitman Notary Public.
Recorded Sept 25 A. D. 1888, at 10 o'clock 2 M.

Wm. Cuntchfield
Reg. later of Deeds.

The following is indorsed on the original instrument
This note secured by this mortgage having been paid in full. No Wgt
is hereby satisfied and discharged
January 19 1893
Wm. Cuntchfield
Register of Deeds