

MORTGAGE RECORD

V. T. Foley, Hink Book Manufacturer, Lawrence, Kans.

This Indenture, Made this seventh day of September in the year of our Lord one thousand eight hundred and eighty eight between Clinton Gault and Martha G. his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs M. E. Crothorn of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of One thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part four of the second part her 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 south (1/2) one half of Lot 144 containing 160 1/2 Acres (16) sixteen and north (1/2) one half of Lot 147 containing 160 1/2 Acres Street Baldwin Kansas

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Clinton Gault and Martha G. his wife 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 One thousand Dollars

according to the terms of a certain promissory note this day executed and delivered by the said C. Gault to the said part four of the second part: Mrs M. E. Crothorn for One thousand Dollars (\$1000.00) payable in 3 years from date bearing interest at the rate of 10% payable annually

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 part four of the second part her 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 part two of the second part her 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 C. Gault heirs and assigns.

In Witness Whereof, The said part two of the first part, ha ve hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

C. E. Dallas

Clinton Gault (SEAL.)

M. G. Gault (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12 day of Oct, A. D. 1888, before me, Clinton E. Dallas, a Notary Public in and for said County and State, came Clinton Gault and M. G. Gault husband and wife to me personally known to be the same persons 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 Dec 15 1890.

Clinton E. Dallas

Notary Public.

Recorded Oct 13 A. D. 1888, at 12 o'clock P. M.

James Brooks
Reg. of Deeds

As following instrument on the original instrument:
The condition of the within Mortgage having been complied with I hereby cancel and release the same this 13th day of January 1889
Mrs M. E. Crothorn
Recorded Jan. 15. 1889 at 10:45 a.m. A. M. James Brooks Register of Deeds
of A. D. Lawrence, Mo.