

MORTGAGE RECORD

W. B. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 13<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and eighty eight between Sheldon W. Hibbard and Ella M. Hibbard his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Louisa Cotton of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Fifty (\$50) 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 2<sup>d</sup> 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:

Lot number seven (7) in Addition number one W. B. Rhode Island Street in that part of the City of Lawrence known as North Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Sheldon W. Hibbard and Ella M. Hibbard his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Fifty Dollars

according to the terms of a certain promissory note this day executed and delivered by the said Sheldon W. Hibbard and Ella M. Hibbard to the said part 2<sup>d</sup> of the second part: to draw twelve per cent interest per annum from date till paid payable one year from date

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 2<sup>d</sup> of the second part heirs 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 2<sup>d</sup> of the second part heirs 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 part 2<sup>d</sup> making such sale on demand to the said Sheldon W. Hibbard and Ella M. Hibbard their heirs and assigns.

In Witness Whereof, The said part 1<sup>st</sup> 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

Ella Hibbard (SEAL.)  
S. W. Hibbard (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 13 day of October, A. D. 188 8, before me, St. S. Howard, a Notary Public in and for said County and State, came Sheldon W. Hibbard and Ella M. Hibbard 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 Dec 7 188 9. St. S. Howard Notary Public.

Recorded Oct 16 A. D. 188 8, at 9<sup>20</sup> o'clock A. M.

James B. Smith  
Reg. of Deeds.

The following is inclosed on the original instrument  
State of Kansas Douglas County, ss.  
I, George Cotton, Notary Public in and for said County and State, do hereby certify that the within Mortgage was recorded in  
this 27 day of August 1888  
George Cotton, Notary Public in and for said County and State.  
Witness my hand and seal at Lawrence, Kansas, this 30 day of October 1888.