

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 14th day of December in the year of our Lord one thousand eight hundred and eighty seven between Henry W. Allen and Elvira W. Allen his wife both of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. D. Woodruff of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and forty six 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 y 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 One hundred and Thirty One (131) in Connecticut Street in the City of Lawrence, Douglas County Kansas, according to the Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the First Part do hereby covenant and agree that at the delivery hereof Elvira 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 save a certain Mortgage of \$500.00 held by E. D. Woodruff

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and forty six dollars according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of the First Part to the said part y of the second part: payable Twelve months after date to order of party of second part at Merchants National Bank at Lawrence Kansas with interest at 12% per annum payable semi-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 y 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, appraisalment hereby waived or not at the option of the part y of the second part his 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 y making such sale on demand to the said Parties of the First Part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha z hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of
Hugh Blair

H. W. Allen (SEAL.)
Elvira W. Allen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.
County of Douglas } ss.

Be it Remembered, That on this 14th day of December, A. D. 1887, before me, Hugh Blair, a Notary Public in and for said County and State, came Henry W. Allen and Elvira W. Allen his wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 25th Dec 1887. Hugh Blair Notary Public.
Recorded Oct 23 A. D. 1888, at 2⁴⁰ o'clock P. M.

James Brooks
Reg. of Deeds

Prosser's Laws were endorsed on Original Indentments
in Missouri by the Missouri Supreme Court in 1877
in discharge of debt, 15th May 1877
Witness Hugh Blair
Recorded May 22nd 1877 at 9³⁰ o'clock A. M. James Brooks Register of Deeds
E. D. Woodruff
By E. D. Woodruff Deputy