

MORTGAGE RECORD

P. J. FORB, JUDGE BOOK MANUFACTURING, LAWRENCE, KANS.

This Indenture, Made this Twenty-ninth day of October in the year of our Lord one thousand eight hundred and eighty-eight between Amos Duncan and Martha Duncan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George J. Barker of Douglas County Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two hundred (\$200.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part his 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: Beginning at the North-east corner of the South-east quarter of Section Twenty-one (21) in Township Twelve (12) South of Range Nineteen East of the 6th P.M. thence West thirty (30) rods thence South Eighty (80) rods thence East thirty (30) rods thence North Eighty (80) rods to place of beginning, containing fifteen (15) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Amos Duncan & Martha Duncan 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 Two hundred dollars

according to the terms of two certain promissory notes this day executed and delivered by the said Amos Duncan & Martha Duncan to the said part 2d of the second part: one for the sum of One hundred dollars, payable one year from date the other for the sum of One hundred dollars payable two years 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 2d 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 part 2d 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 2d making such sale on demand to the said Amos Duncan and Martha Duncan their heirs and assigns.

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

Signed and delivered in presence of

Witness to mark
A. G. Stager

Amos Duncan (SEAL.)
Martha Duncan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 29th day of October, A. D. 1888, before me, A. G. Stager, a Notary Public in and for said County and State, came Amos Duncan & Martha Duncan husband and 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 May 22nd 1892.

Recorded - Oct. 29 A. D. 1888, at 5:15 o'clock P. M.

A. G. Stager

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument.
In consideration of full payment of the within mortgage,
I hereby release the same this 10 day of Nov. 1896.
Recorded Nov. 10 1896
Wm. S. Sinclair
Notary in and for Douglas County, Kansas