

MORTGAGE RECORD

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

This Indenture, Made this third day of Nov in the year of our Lord one thousand eight hundred and eighty Eight between John W. Engwood and Sarah E. Engwood his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and John Sawyer of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and fifty 150 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he as 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: Sits Nos One hundred and Seventy Five (175) and One hundred and Seventy seven (177) on High Street in Baldwin 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 John W. Engwood and wife do hereby covenant and agree that at the delivery hereof they the lawful owner s of the premises above granted, and seized of a good and indecisable 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 hundred and fifty Dollars 150

according to the terms of one certain Capital Bond this day executed and delivered by the said John W. Engwood and wife to the said part 2d of the second part: due and payable in two years from date of Nov 1st 1890 with interest thereon at the rate of Ten per cent per annum payable semi-annually on the 31 days of May and Nov each year.

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 John W. Engwood and wife heirs and assigns.

In Witness Whereof, The said part 1st 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

John W. Engwood (SEAL.)
Sarah E. Engwood (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3d day of Nov, A. D. 1888, before me, Charles E. Dallas, a Notary Public in and for said County and State, came John W. Engwood and Sarah E. Engwood husband and 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 15 18 90. Charles E. Dallas Notary Public.
Recorded Nov 14 A. D. 1888, at 10 o'clock A-M.

James Brooks
Reg. later of Deeds.

The following is returned on the original instrument
I hereby acknowledge payment in full of the mortgage
Mortgage and hereby discharging the signed
Recorded December 15th 1890 John Sawyer
James Brooks, Notary Public