

## MORTGAGE RECORD

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

This Indenture, Made this seventeenth day of November in the year of our Lord one thousand eight hundred and eighty Eight between Jesse McCurdy of Kansas in the County of Douglas and State of Kansas of the first part, and W. L. Beardsley, of Auburn, New York of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party 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: Lots Nos One (1), Two (2), Three (3), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block No. Nine (9), and Lots Nos One (1), Two (2), Three (3), Twenty-three (23) and Twenty-four (24) in Block No. Ten (10) all in said place addition.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jesse McCurdy do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 hundred and fifty Dollars, in three years from date according to the terms of the certain promissory note this day executed and delivered by the said Jesse McCurdy to the said part of the second part:

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 party 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 party 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 party making such sale on demand to the said Jesse McCurdy his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. McCurdy (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 17<sup>th</sup> day of November, A. D. 1888, before me, Wm. D. Sinclair, a Notary Public in and for said County and State, came Jesse McCurdy

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 Sept-13 1892.Wm. D. Sinclair

Notary Public.

Recorded Nov-17 A. D. 1888, at 4<sup>25</sup> o'clock P. M.James B. Bock

Reg. Uter of Deeds.

The following is indorsed on the original instrument:  
In consideration of full payment of the above mortgage  
I hereby release this paper free 30 days of June 1891  
W. L. Beardsley  
Recorded in Vol. 10, Page 31