

MORTGAGE RECORD

This Indenture, Made this 26<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty Eight between W.C. Rose of North Lawrence in the County of Douglas and State of Kansas of the first part, and Mabella Smith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty Dollars and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part her 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: The North 41<sup>st</sup> One acre of the West 1<sup>st</sup> One acre of the North 1<sup>st</sup> one half of Addition No 7 North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said W.C. Rose of North Lawrence first party 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 Twenty Dollars and fifty Dollars according to the terms of one certain promissory Note this day executed and delivered by the said W.C. Rose to the said party of the second part: payable 5 years after date with 10% interest

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 her 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 her 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 W.C. Rose her heirs and assigns.

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

Signed and delivered in presence of  
Geo B. Edgar W.C. Rose (SEAL.)  
Joseph E. Rose (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 26<sup>th</sup> day of Nov., A. D. 1888, before me, Geo B. Edgar, a Notary Public in and for said County and State, came W.C. Rose of North Lawrence Kansas 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 June 25 1888. Geo B. Edgar Notary Public.  
Recorded Nov 26 A. D. 1888, at 3 o'clock P. M.

James Brooks  
Reg. of Deeds

The following is recorded on the original indenture  
\$22.50  
Received of W.C. Rose, the mortgagee named Mortgage the sum of twenty two hundred and fifty and no/100  
are full satisfaction of the within mortgage  
Recorded January 3<sup>rd</sup> 1890  
James Brooks  
Register of Deeds