

MORTGAGE RECORD

P. T. Foley, State Bank Manufacturer, Lawrence, Kan.

This Indenture, Made this twenty eighth day of November in the year of our Lord one thousand eight hundred and eighty eight between William E. Ashley and Mary E. Ashley his wife of Douglas in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley, of Auburn, New York of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of Two hundred 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 two 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: The South half of the South half of the Southwest quarter of the North East quarter of Section No Nineteen (19) in Township No Twelve (12) of Range No Twenty (20); subject to a mortgage of one hundred Dollars to W. C. Beardsley

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefensible estate of inheritance therein free and clear of all incumbrances except as above

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars in two years from date according to the terms of the certain promissory note this day executed and delivered by the said Parties of the first part to the said part two of the second part: which is set as evidenced by coupon hereto attached

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 two of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part two 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 two making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part two 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

William E. Ashley (SEAL.)
Mary E. Ashley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 28th day of November, A. D. 1888, before me, Wm. H. Sinclair, a Notary Public in and for said County and State, came William E. Ashley and Mary E. Ashley his 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 Sept-13-1892. Wm. H. Sinclair Notary Public.
Recorded Nov-25 A. D. 1888, at 1:25 o'clock P. M.

James Brooks
Reg. Libr. of Deeds.

This mortgage was recorded on the original instrument
 The parties have described the land as full, the mortgage
 is hereby released and the land is hereby argued, exchanged
 the release may have the study of March 18, 1892
 Josephine Beardsley
 Recorded (Chicago) 1892
 Wm. H. Sinclair