

MORTGAGE RECORD

P. 1. Public Trust Book Manufacturer, Lawrence, Kansas

This Indenture, Made this 5th day of December in the year of our Lord one thousand eight hundred and eighty eight between A. P. Brewer and Caroline D. Brewer his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. C. Vaughan of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty hundred and 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 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 numbered two hundred and twenty six and two hundred and twenty eight (32 & 33) On Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 hundred and DOLLARS according to the terms of one certain Promissory Note this day executed and delivered by the said A. P. Brewer and Caroline D. Brewer to the said party of the second part: payable five years from date at the Douglas County National Bank Lawrence Kansas with interest at the rate of eight per cent per annum payable semi-annually 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 A. P. Brewer his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

A. P. Brewer (SEAL.)

Caroline D. Brewer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7th day of December, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came A. P. Brewer and Caroline D. Brewer his 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 January 19 1891.

Alfred Whitman Notary Public.

Recorded Dec 7 A. D. 1888, at 3²⁰ o'clock P. M.

H. C. Vaughan Register of Deeds.

The following is indorsed on the original instrument:
The parties herein described having paid in full this mortgage
is hereby released, and the lien hereby created, discharged
after giving notice, this 3rd day of July, 1891
H. C. Vaughan Register of Deeds

This mortgage, having been recorded, has been together with the note therein described
fully paid and the mortgage hereby released this May 26th 1891
Alfred Whitman Notary Public
Register of Deeds

For Assignment see Book 235 Page 9