

MORTGAGE RECORD

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

This Indenture, Made this eleventh day of December in the year of our Lord one thousand eight hundred and eighty eight between Sarah Hayes, a widow sometimes called Sarah A. Hayes of Douglas in the County of Shawnee and State of Kansas of the first part, and Samuel McClain, of Lawrence, Kansas of the second part,

Witnesseth, That the said party y of the first part in consideration of the sum of Eighty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party y 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:

Lot No. Forty-one (41) on Pennsylvania Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party y of the first part therein. And the said Sarah Hayes do hereby covenant and agree that at the delivery hereof she 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 Eighty Dollars in one year from date with interest at the rate of 12 per annum according to the terms of the certain promissory note this day executed and delivered by the said Sarah Hayes to the said party y 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 y 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 y 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 Sarah Hayes her heirs and assigns.

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

Signed and delivered in presence of

Geo. R. WatersSarah Hayes

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Shawnee } ss.

Be it Remembered, That on this 13<sup>th</sup> day of December, A. D. 1888, before me, Geo. R. Waters, a Notary Public in and for said County and State, came Sarah Hayes, a widow

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 Nov 9<sup>th</sup> 1892. Geo. R. Waters

Notary Public.

Recorded Dec 15 A. D. 1888, at 2<sup>40</sup> o'clock P. M.

James Brooks

Reg. Uter of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 24<sup>th</sup> day of Decr, 1888.

24th Decr 1888Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 24<sup>th</sup> day of Decr, 1888.

L. D.