

MORTGAGE RECORD

P. O. BOX 1000, LAWRENCE, KANSAS

This Indenture, Made this 17th day of December in the year of our Lord one thousand eight hundred and eighty eight Eight between Susan Kemmerer and W. S. Kemmerer, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lucy D. Dicks of Phil. Pa of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen hundred 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 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 numbered One hundred and eleven (111) on Kentucky Street in the City of Lawrence according to the published plat of said city

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Susan Kemmerer and W. S. Kemmerer do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Fourteen hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Susan Kemmerer and W. S. Kemmerer to the said party of the second part: with two semi-annual interest coupons attached said promissory note being due one year with interest at eight percent per annum with the privilege of five years at option of said first party at same rate 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 Susan Kemmerer her heirs and assigns.

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

Signed and delivered in presence of

Geo. A. BanksSusan Kemmerer (SEAL.)W. S. Kemmerer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 17th day of December, A. D. 1887, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Susan Kemmerer and W. S. Kemmerer, husband and wife to me personally known to be the same persons 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 Dec-12 1891 Geo. A. Banks

Notary Public.

Recorded Dec-19 A. D. 1887, at 11¹⁵ o'clock 2 M.James Brooks

Reg. Utr. of Deeds.

The following is witnessed in the original instrument
The parties herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
As witness my hand this 10 day of March A. D. 1891
Recorded Dec 19 1887
James Brooks