

MORTGAGE RECORD

1st. Entry, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this twentieth day of December in the year of our Lord one thousand eight hundred and eighty eight between Charles W. Heaton, an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and A. J. Fisher of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and Eighty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 Nos One hundred and Eighty nine (189) and One hundred and Eighty (190), in subdivision of South West Block of Addition No (3) Three to that part of the City of Lawrence known formerly as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles W. Heaton doth 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 One hundred and Eighty Dollars with interest at the rate of eight percent per annum according to the terms of the certain promissory note this day executed and delivered by the said Charles W. Heaton to the said party of the second part: due in one year from date

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 Charles W. Heaton, his heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

C. W. Heaton (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 22nd day of December, A. D. 1888, before me, Hugh Blair, a Notary Public in and for said County and State, came Charles W. Heaton an unmarried man

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 27th Dec 1889.

Hugh Blair

Notary Public.

Recorded Dec 22 A. D. 1888, at 11¹² o'clock A. M.

James Brooks

Reg. Inter of Deeds.

(For Release see Book of Page 564)

