

MORTGAGE RECORD

P. T. Foley, Clerk Book Manufacturer, LAWRENCE, KANS.

This Indenture, Made this 31st day of December in the year of our Lord one thousand eight hundred and eighty eight between Robert A. Steele and Beabella C. Steele his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Elizadewis of Vthasa New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 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 North East Quarter of Section Eighteen (18) Township Thirteen (13) Range Eighteen (18) E. of the 6th P.M.

containing 160 acres more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert A. Steele does 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 Two Thousand Dollars according to the terms of One certain promissory note this day executed and delivered by the said Robert A. Steele to the said party of the second part: payable three years after date with interest at seven percent per annum payable annually according to three interest coupon notes 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 party of the second part heirs 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 heirs 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 Robert A. Steele 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. BanksRobert A. Steele (SEAL.)Beabella C. Steele (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

} ss.

County of Douglas

Be it Remembered, That on this 31st day of December, A. D. 1888, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Robert A. Steele and Beabella C. Steele his 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 31 A. D. 1888, at 2 44 o'clock P. M.

James B. Smith
Reg. Sec. of Deeds.

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