

MORTGAGE-RECORD

L. T. Foley, Blank Book Manufacturer, LAWRENCE, MASS.

This Indenture, Made this 5th day of January in the year of our Lord one thousand eight hundred and eighty nine between George A. Pitt and Mary A. Pitt his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Pitta of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy four 274 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: Sixty four (64) in Section Thirty one (31) also the North Twelve (12) acres of the North West quarter of the South West quarter Section Thirty one (31) all in Township Twelve (12) Range (21) line one Douglas County State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said George A. Pitt & Mary A. Pitt his wife 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 except Mortgage to C. F. Fitch for \$1800 and C. F. Fitch for \$650

This grant is intended as a Mortgage to secure the payment of the sum of six hundred and seventy four \$⁰⁰
according to the terms of one certain Note this day executed and delivered by the
said George A. Giff and Mary his wife to the said party of the second part:
amount of \$74.35 dated Jan 19 here on or before Nov 1971 with interest at the
rate of nine percent

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 Yeazell Ott and Mary C. Ott his wife heirs and assigns.

In Witness Whereof, The said parties of the first part, ha^{ve} hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

A. C. Darling

George A. Ott (SEAL.)

Mary A. Ott (SEAL.)

—(SEAL.)

(SEAL.)

STATE OF KANSAS

County of Hunglas

Be it Remembered, That on this 5th day of January, A. D. 1897, before me,
J. C. Darling, a Notary Public in and for said County and
State, came George A. Ott and Mary A. Ott his 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 Nov-23rd 1891

A. C. Darling

Notary Public

Recorded Jan. - 8 - A. D. 1897, at 11²⁵ o'clock A. M.

Ann Brooks
Reg later of Deed