

MORTGAGE RECORD

P. T. Foley, Bank Book Manufacturer, LAWYER, Kans.

This Indenture, Made this 31st day of December in the year of our Lord one thousand eight hundred and eighty Eight between David Welch and Mary E. Welch his wife of in the County of Douglas and State of Kansas of the first part, and Samuel Spence of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (200.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Commencing at Fifty (50) Rods North of the South East Corner of the South East Quarter (1/4) of Section Twenty (20) Township Fourteen (14) Range Twenty (20) running West Eighty (80) Rods thence North Thirty (30) Rods thence East Eighty (80) Rods thence South Thirty (30) Rods to place of beginning containing fifteen (15) acres more or less County and State above named

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David Welch and Mary E. Welch 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of one certain Note this day executed and delivered by the said David Welch and Mary E. Welch his wife to the said party of the second part: 200.00 due in three years from Dec 31/88 drawing 10 per cent interest per annum

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 David Welch and Mary E. Welch his wife heirs and assigns.

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

Signed and delivered in presence of

Wm. Langaker

David Welch (SEAL.)

Mary E. Welch (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 31st day of Dec, A. D. 1888, before me, W. E. Ralston, a Notary Public in and for said County and State, came David Welch and Mary E. Welch 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 Oct 15 1892.W. E. Ralston

Notary Public.

Recorded Jan 9 A. D. 1889, at 3 o'clock P. M.

Jessie Brooks
Reg. Secy of Deeds

The following is indorsed on the original instrument
The notes herein described having been paid in full this mortgage is
hereby released and the lien thereby created discharged. As Witness my
hand this 10th day of January A.D. 1898
Attest: Hiram T. Taylor.

Samuel Spence

Wm. Langaker

Recorded Jan 10-1898

