MORTGAGE-RECORD

T. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this *Third* day of *November* in the year of our Lord one thousand eight hundred and eighty *Eight* between *William A. Pardee and A. D. Pardee his wife,* of *Willow Springs Kansas* in the County of *Douglas* and State of *Kansas* of the first part, and *W. C. Howard* of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of *One Thousand and Thirty and 70/100* 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: *Beginning at the North East Corner of the North East quarter of Section twenty five (25) Township Fourteen (14) Range Nineteen (19) thence running South One hundred (100) rods thence West Forty (40) rods thence North Forty (40) rods thence West Forty (40) rods thence North Fifty (50) rods thence East Eighty (80) rods to place of beginning containing Forty (40) acres of land more or less Also the North West quarter of the North East quarter of Section Twenty five (25) Township Fourteen (14) Range Nineteen in Douglas Co. Kansas containing Forty acres of land making in all Eight acres of land here mortgaged*

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said *William A. Pardee and A. D. Pardee 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 *One Thousand and Thirty dollars and Seventy two cents with Ten per cent Int. thereon payable annually* according to the terms of *one* certain *Promissory note* this day executed and delivered by the said *William A. Pardee and A. D. Pardee* to the said party of the second part; *said Note reading as follows viz: $1030.72 Baldwin Kansas November 1st 1888. On or before the 1st day of November 1889 we either of us promise to pay to the order of W. C. Howard the sum of One thousand and thirty dollars and seventy two cents value received with Ten per cent interest per annum from date until paid, the interest payable annually and if exchange and interest is not paid when due it to become a principal and to bear the same rate of interest from the time it becomes due until paid.* William A. Pardee A. D. Pardee

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 *William A. Pardee and A. D. Pardee his wife* their 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

Wm A. Pardee (SEAL.)
A. D. Pardee (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of *Douglas*

Be it Remembered, That on this *12th* day of *November*, A. D. 188*8*, before me, a *Justice of the Peace*, ~~a Notary Public~~ in and for said County and State, came *W. A. Pardee and A. D. Pardee 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~~ 18 . *W. C. Price J. P.* ~~Notary Public~~

Recorded *Jan 14* A. D. 188*9*, at *11 5* o'clock *A* M.

James Brook
Register of Deeds.

The mortgage herein Recorded was given said in full and is hereby given the lien thereon satisfied and release only, land this 17th December 1892
Witness *James Brook*
Register of Deeds