

MORTGAGE RECORD

This Indenture, Made this thirteenth day of January in the year of our Lord one thousand eight hundred and eighty Nine between Esther A. Nolan (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and Abraham Kilworth of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred (\$200) DOLLARS, to her 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: Lot No Three (3) in Block No One (1) with Improvements Same place City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Esther A. Nolan does hereby covenant and agree that at the delivery hereof she 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 hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said together with six (6) coupons and interest notes attached for ten (10) each due semi-annually to the said party of the second part:

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 Esther A. Nolan heirs and assigns.

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

Signed and delivered in presence of

A. A. Cooper

Esther A. Nolan (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 13th day of January, A. D. 1889, before me, A. A. Cooper a Notary Public in and for said County and State, came Esther A. Nolan

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 April 24 1889.

Recorded Jan 12 A. D. 1889, at 1⁵⁰ o'clock PM A. A. Cooper Notary Public.

Notary Public.

James B. Brooks
Reg. letter of Deeds

Shop Drawing is underwriting Approved Instrument,
 #2001
 Received of Hugh Blair the sum of Two hundred and no Dollars
 full satisfaction of Chas. W. Blair mortgage, Abraham Kilworth
 Released Jan 16, 1899
 By John C. Kilworth, his Atty in fact
 J. C. Kilworth