

MORTGAGE RECORD

FILED FEBRUARY 20 1889 DEPT. OF REVENUE, KANSAS

This Indenture, Made this ninth day of January in the year of our Lord one thousand eight hundred and eighty nine between J. M. Starr and Ida Starr his wife of Baldwin City in the County of Douglas and State of Kansas of the first part, and Charlotte Bodwell of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five 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: Lot No One hundred and ten (110) One hundred and thirteen (113) One hundred and sixteen (116) and One hundred and eighteen (118) Indiana Street Baldwin City Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. Starr and Ida Starr 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 hundred and twenty five Dollars according to the terms of One certain Note this day executed and delivered by the said J. M. Starr and Ida Starr 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 first part 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

J. M. Starr (SEAL.)
Ida Starr (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9th day of Jan A. D. 1889, before me, A. G. Pauley a Notary Public in and for said County and State, came J. M. Starr and Ida Starr his wife to me personally known to be the same person(s) 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 Sept 7 1889. A. G. Pauley Notary Public.
Recorded Jan 23 A. D. 1889, at 10 o'clock A. M.

James Brooks
Reg. later of Deeds

The following is index on the original instrument
Baldwin Kans Jan 5-99 The note herein described having been paid in full this Mortgage is hereby released and the lien thereby created discharged. Recorded in the office of the County Clerk of Douglas Co. Kansas on the 5th day of Jan 1899. J. E. Hair, County Clerk of Douglas Co. Kansas. Ex. Aug 3-96 Subscribed to before me this 5th day of Jan 1899. J. E. Hair, County Clerk of Douglas Co. Kansas. Ex. Aug 3-96 Recorded in the office of the County Clerk of Douglas Co. Kansas on the 5th day of Jan 1899. J. E. Hair, County Clerk of Douglas Co. Kansas. Ex. Aug 3-96