

MORTGAGE RECORD

This Indenture, Made this first day of February in the year of our Lord one thousand eight hundred and eighty nine David C. Mack (unmarried) of Baldwin in the County of Douglas and State of Kansas of the first part, and Jessie R. Webster of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to him 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 her 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: West quarter of Section Number Two (2) in Township Fifteen (15) of Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said David C. Mack does hereby covenant and agree that at the delivery hereof he 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 One Hundred in Dollars according to the terms of Ref. (1) certain promissory note this day executed and delivered by the said David C. Mack to the said party of the second part: payable three (3) years from date at The Merchants Bank of Lawrence Kansas with the same or below interest at the rate of seven percent 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 her 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 her 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 C. Mack his heirs and assigns.

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

Signed and delivered in presence of

David C. Mack (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 2^d day of February, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came David C. Mack (unmarried)

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 January 17 1891.

Alfred Whitman

Notary Public.

Recorded Feb 2 A. D. 1889, at 11⁴⁰ o'clock P. M.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument:
The notes herein described having been paid in full, the mortgage is hereby released, and the lien is hereby created, discharged.
Attest: W. Wood, Clerk of Court.
Recorded: October 7th 1891
James Brooks
Register of Deeds

In consideration of \$100.00
paid of David C. Mack
I hereby releasing the same this
22^d day of February 1889
David C. Mack

The following is indorsed on the original instrument:
The notes herein described having been paid in full, the mortgage is hereby released, and the lien is hereby created, discharged.
Attest: W. Wood, Clerk of Court.
Recorded: October 7th 1891
James Brooks
Register of Deeds

See Page 395 Book 24 (for Assignment)