

MORTGAGE RECORD

W. A. LUTZ, 1000 JACK MANUFACTURING LAWYER, KANS.

In consideration of the original instrument
made of this
I hereby release the same this
22nd of February 1887
James Brooks
Notary Public
The following is indorsed on the original instrument
The public herein described having been paid in full the mortgage
is hereby released and the lien of the mortgage is hereby discharged
At witness my hand this 3 day of February, A.D. 1887
James Brooks
Notary Public
See page 316 Book 26 for instrument

This Indenture, Made this Second day of February in the year of our Lord one thousand eight hundred and eighty Nine between Frank W. Anderson and Frank A. his wife, John Ladine and Laura A. his wife, Joseph A. Haubling and Mary L. his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Carrie Marks of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 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: Lots One (1) and Two (2) in Block Seven (Plat of) Subdivision Addition to the City of Lawrence according to the published plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank W. Anderson, John Ladine and Joseph A. Haubling 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

according to the terms of one certain promissory note this day executed and delivered by the said Frank W. Anderson, John Ladine and Joseph A. Haubling to the said party of the second part: payable three years after date with interest payable annually at the rate of eight per cent per annum according to the interest coupons attached to said note

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 Frank W. Anderson, John Ladine and Joseph A. Haubling 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
Geo. B. Banks

Frank W. Anderson (SEAL.)
Joseph A. Haubling (SEAL.)
John Ladine (SEAL.)
Laura A. Ladine (SEAL.)
Frank W. Anderson (SEAL.)
Mary L. Haubling (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 2nd day of February, A. D. 1887, before me, Geo. B. Banks, a Notary Public in and for said County and State, came Frank W. Anderson and Frank A. his wife, John Ladine and Laura A. his wife, Joseph A. Haubling and Mary L. 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 Dec-2-1892 Geo. B. Banks

Recorded Feb-2 A. D. 1887, at 5-15 o'clock P. M.

James Brooks
Notary Public
My Comm. Expires