

MORTGAGE RECORD

J. F. Felt, State Book Manufacturer, Lawrence, Kansas

This Indenture, Made this 11th day of August in the year of our Lord one thousand eight hundred and eighty Eight between William Beer a singleman of Linland in the County of Douglas and State of Kansas of the first part, and W. E. Barnes of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 a point fifty nine feet (67) West and One hundred and fifty feet (150) South of the North East corner of Lot No. Eighty-two (32) Linland and thence East fifty nine feet (67) East thence South two hundred feet (200) thence two hundred and twelve feet (122) to place of beginning being in the South point of Lot No. 32 in Linland 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 William Beer 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 Two hundred Dollars payable One hundred Dollars in one year from date and One hundred Dollars in two years from according to the terms of Two certain Notes this day executed and delivered by the said William Beer 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 William Beer 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

William Beer (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24 day of August, A. D. 1887, before me, Joseph H. Hoff, a Notary Public in and for said County and State, came

William Beer a singleman 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 1892.Recorded Feb 7 A. D. 1887, at 12 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The foregoing is a true and correct copy of the original instrument

In consideration of full payment of the within mortgage I hereby release the same this

1st day of July, 1887
Recorded July 1, 1890 at 3 o'clock P. M. in the office of the Register of Deeds
J. F. Felt, State Book Manufacturer, Lawrence, Kansas