

## MORTGAGE RECORD

F. J. FORT, PUBLIC BOOK MANUFACTURER, LAWYER, KANS.

This Indenture, Made this June day of July in the year of our Lord one thousand eight hundred and eighty nine between Marion J. Kider and Russell Kider husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mrs. and A. Johnson of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Three Hundred 300 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have se 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 Nos One Hundred and One Hundred and One Hundred and Three (103) on Jersey Street in Baldwin City according to the Recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Marion J. Kider and husband 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 Except one certain Mortgage of \$300 given to Clappen Lawrence & Co. and due in August 1891

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Marion J. Kider and husband to the said part y of the second part: Dated July 4<sup>th</sup> 1887 and due in 67 years from date with seven (7) per cent interest thereon payable annually from date

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 part y 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 part y 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 part y making such sale on demand to the said Marion J. Kider her husband heirs and assigns.

In Witness Whereof, The said part is of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

R. E. Dallas

Marion J. Kider (SEAL.)

R. Kider (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 6<sup>th</sup> day of July, A. D. 1887, before me, Clifton E. Dallas, a Notary Public in and for said County and State, came Marion J. Kider and Russell Kider husband and wife her 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 Dec-10<sup>th</sup> 1890.

Clifton E. Dallas

Notary Public.

Recorded July 7 A. D. 1887, at 6 o'clock P. M.

J. B. Brooks

Reg. Sec. of Deeds

For Release See Book 23 Page 589