

MORTGAGE RECORD

J. F. FOSTER, DEED BOOK EXAMINER, LAWYER, CHAS.

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and eighty three between George W. King and Nancy Jane King (husband & wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and Joseph Chamberlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred 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: One East Twenty (20) Acres of the North West (60) acres of the South West Quarter (14) and the North West Quarter (14) of the South East Quarter (14) (except ten (10) acres off the South side) of Section number thirty four (34) Township No. Fourteen (14) Range No. Twenty (20) Containing 57 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George W. King and Nancy Jane King 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 six hundred

according to the terms of two certain promissory notes this day executed and delivered by the said George W. King and Nancy Jane King to the said party of the second part: one note to the effect of \$500.00 in five years and one for \$100.00 due in two years and notes bearing 10% interest and payable annually according to the coupons attached

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, of 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said George W. King and Nancy Jane King their heirs and assigns.

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

Signed and delivered in presence of

George W. King (SEAL.)
Nancy J. King (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 5 day of Feb, A. D. 1887, before me, a Justice of the Peace, James Brooks, a Notary Public in and for said County and State, came George W. King and Nancy J. King 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 18 W. Britton Justice of the Peace

Recorded Feb 9 A. D. 1887, at 7 o'clock A. M.
James Brooks
Notary of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 9 day of April, 1891.

Attest A. W. Carman Deputy Register of Deeds

Vertical text on the left margin, including "Recorded Dec. 29, 1901" and other administrative notes.