

## MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this Nine day of February in the year of our Lord one thousand eight hundred and eighty Nine between Elizabeth Dixon of the City of Lawrence in the County of Douglas and State of Kansas and James Brooke of Reading Pennsylvania of the first part, and James Brooke of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred DOLLARS, to her 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: Lot Number Eighty four in New Hampshire Street in the City of Lawrence according to the plat of said lot on file in Registry office of Douglas County.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth Dixon doth hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein free and clear of all incumbrances of every nature and kind whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars

according to the terms of a certain Promissory Note this day executed and delivered by the said party of the first part to the said party of the second part: payable five years after date thereof at the Merchants National Bank Lawrence Kansas with interest at 7 per annum until paid

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, 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 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 party of the first part her heirs and assigns.

Elizabeth Dixon doth hereby covenanted, understood and agreed that she and her heirs and assigns shall pay to the said party of the second part her executors, administrators and assigns, the interest on the principal sum of the mortgage, and the principal sum of the mortgage, and the interest thereon, as provided in the said promissory note.

In Witness Whereof, The said party of the first part, have written.

Signed and delivered in presence of

Hugh Blair

Elizabeth Dixon

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

ss.

Be it Remembered, That on this 7 day of February, A. D. 1889, before me, Hugh Blair, a Notary Public in and for said County and State, came Elizabeth Dixon an unmarried woman

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 28 Dec 1887.

Hugh Blair

Notary Public.

Recorded Feb 12 A. D. 1889, at 5 o'clock P. M.

James Brooke

Reg. ltr. of ltr.

The following is indorsed on the original instrument  
In consideration of full payment of the mortgage  
I hereby release the same this 10 day of March 1889  
Elizabeth Dixon  
Harrisah Coyle  
Formerly Hannah Collins  
Recorded March 15th 1889  
James Brooke  
Douglas County, Kansas

F. A.