

MORTGAGE RECORD

P. T. Foley, Print 1893, WARD, Attorney, Lawrence, Kas.

This Indenture, Made this 16th day of February in the year of our Lord one thousand eight hundred and eighty nine between W. C. Porter and Sarah A. Porter his wife of Lanawaka Township in the County of Douglas and State of Kansas of the first part, and Warren Stone of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of Four hundred and fifty DOLLARS, to them 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: The North half (1/2) of the North East quarter (1/4) of Section Three (3) Township Thirteen (13) of Range Eighteen (18) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said W. C. Porter and Sarah A. Porter 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 Four hundred and fifty Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: Several date herewith bearing interest at eight percent per annum payable monthly and due in three years 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 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 W. C. Porter and Sarah A. Porter heirs and assigns.

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

Signed and delivered in presence of

W. C. Porter (SEAL.)

Sarah A. Porter (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16th day of February, A. D. 1889, before me, James Brooks, a Notary Public in and for said County and State, came W. C. Porter and Sarah A. Porter his wife

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 Sept 5 1889.

Recorded Feb 16 A. D. 1889, at 12³⁰ o'clock P. M.

Notary Public.

James Brooks
Reg. Uter of Deeds

The following is endorsed on the original instrument
The notes herein described having been paid in full this Mortgage
is hereby released and the lien hereby created is changed
As witness my hand this 20th day of March A.D. 1903.
W. C. Porter & Sarah A. Porter
Reg. Uter of Deeds.

Recorded Mar 30th 1903.