

MORTGAGE RECORD

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

This Indenture, Made this 15 day of February in the year of our Lord one thousand eight hundred and eighty nine between Augustus H. Vriesa and Amelia M. Vriesa his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. C. H. Smith of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred & 25 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part 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 of the South West quarter of Section Twenty five (25) Township Twelve (12) Range Nine (9) also a strip of land three (3) rods in width off the North side of the South half of South West quarter of said North West quarter of Section Twenty five (25) Township Twelve (12) Range Nine (9) reserving (30) thirty feet in width of the East side said land for a road containing $2\frac{1}{2}$ acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 Two Hundred & 25 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 part 2nd of the second part: payable in 21 years from date at The National Bank of Lawrence Kansas with interest at the rate of 7% per annum

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 2nd of the second part 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 part 2nd of the second part 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 2nd of the second part making such sale on demand to the said Augustus H. Vriesa his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Augustus H. Vriesa (SEAL.)Amelia M. Vriesa (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15 day of February, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Augustus H. Vriesa and Amelia M. Vriesa his wife 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 May 17 1891.Recorded Feb 22 A. D. 1889, at 10 o'clock A. M.

Notary Public.

James Brooks
Reg. U.S. of Deeds

The following is enclosed on the original instrument -
The note secured by this mortgage having been paid in full the Mortgage is hereby satisfied and discharged Feb 23/91
Recorder January 24/91
J. H. Brooks
Register of Deeds