

## MORTGAGE RECORD

IN THE COUNTY OF DOUGLAS, STATE OF KANSAS

This Indenture, Made this Nineteenth day of February in the year of our Lord one thousand eight hundred and eighty Nine between L. R. Archer of Lawrence in the County of Douglas and State of Kansas of the first part, and A. D. Notetone of same place of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said part y 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: Commencing Twenty-two Rods East of the North West corner of the North West quarter of the fourth West fractional quarter of Section No. Twenty-nine (29), in Township No. Twelve (12), Range No. Twenty-five; thence South 2 Rods and 7 feet; thence East 10 Rods; thence South 55 feet; thence West 10 Rods; thence North 55 feet to the place of beginning, in that part of the City of Lawrence known formerly as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said L. R. Archer doth hereby covenant and agree that at the delivery hereof he is the lawful owner 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 500, being part purchase money of the above described premises according to the terms of the certain promissory note this day executed and delivered by the said L. R. Archer to the said part y of the second part: and December 1st 1887, with interest after maturity at the rate of eight per cent 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 y 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 part y 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 part y making such sale on demand to the said L. R. Archer, his heirs and assigns.

In Witness Whereof, The said part y of the first part, ha<sup>th</sup> hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

L. R. Archer (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19<sup>th</sup> day of February, A. D. 1887, before me, Wm. B. Sinclair, a Notary Public in and for said County and State, came L. R. Archer

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 13 1892.

Recorded March 7 A. D. 1887, at 3<sup>00</sup> o'clock P. M.

Notary Public.

Register of Deeds.

This instrument is intended to secure the payment of the sum of \$500, being part purchase money of the within mortgage

I hereby release the same this

26<sup>th</sup> day of January 1887

Witness my hand and seal of office

at Lawrence, Kansas, this 19<sup>th</sup> day of February 1887

Wm. B. Sinclair, Notary Public

My commission expires Sept 13 1892

Recorded March 7 1887 at 3<sup>00</sup> P. M.

L. R. Archer

A. D. Notetone

Wm. B. Sinclair

Notary Public

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L. R. Archer

In consideration of the sum of \$500, being part purchase money of the within mortgage I hereby release the same this 26<sup>th</sup> day of January 1887

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Attach: Wm. B. Sinclair, Notary Public, Deputy Register of Deeds.