

## MORTGAGE RECORD

G.T. Foley, Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 7<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and eighty nine between John S. Jones unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and William Hutchfield of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred & 00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he S. 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 East Quarter of Section Four (4) Township Nine Town (14) Range Nineteen

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John T. Jones has 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 Seven hundred and no Dollars

according to the terms of One certain promissory note \_\_\_\_\_ this day executed and delivered by the  
said John L. Jones \_\_\_\_\_ to the said party of the second part:  
payable four years from date at the Nat Bank of Lawrence, Kan as with interest  
at the rate of Eight per cent per annum payable annually

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 said 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 part making such sale on demand to the said John S. Jones heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

*Signed and delivered in presence of*

John E. Jones \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of March, A. D. 1889, before me,  
Alfred Whitman, a Notary Public and for said County and  
State, came John F. Gustummarri!

\_\_\_\_\_ 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 January 19 1891

My commission expires January 19, 1891. Alfred Whitman  
Recorded March 7 A. D. 1882, at 4 o'clock P. M. Notary Public

*Ann Brooks*  
Registrar of Deeds