

MORTGAGE RECORD

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

This Indenture, Made this 7th day of March in the year of our Lord one thousand eight hundred and eighty nine between Lewis Howell and Mary Jane Howell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Stephen O. Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred \$5.00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties 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 West half of the North east quarter of Section Thirty five (35) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 Five hundred \$5.00 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Lewis and Mary Jane Howell to the said parties of the second part: payable Five years from date at the National Bank of Lawrence Kansas with interest at the rate of seven percent per annum payable semi-annually. This note can be paid at expiration of three years from date at option of mortgagors 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 parties of the second part heirs 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 parties of the second part heirs 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 parties making such sale on demand to the said Lewis Howell heirs and assigns.

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

Signed and delivered in presence of

Lewis Howell (SEAL.)
Mary J. Howell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9th day of March, A. D. 1882, before me, Alfred Whitman, a Notary Public in and for said County and State, came Lewis Howell and Mary Jane Howell 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 January 17 1891. Alfred Whitman Notary Public.
Recorded March 12 A. D. 1882, at 12⁰⁰ o'clock P. M.

Wm. B. ...
Rep. later of these

The following is introduced on the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 19 day of March A.D. 1890. Stephen O. Brown

