

MORTGAGE RECORD

L. S. FORD, JUDGE, BOOK V, Mortgages, Kansas, 1889

This Indenture, Made this second day of March in the year of our Lord one thousand eight hundred and eighty Nine between Charles E. Price, Sate & Price his wife _____ in the County of Douglas and State of Kansas of the first part, and Henry E. Her of said County and State _____ of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine hundred 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 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 of the East half of the South East quarter of Section No. Nineteen (19) in Township 14 N. of Range 20 E. containing 12 1/2 acres more or less, and also the tract described as follows: beginning at a stone corner 20 chains West of the Northeast corner of the South East quarter of Section Eighteen (18) in Township 14 N. of Range 20 E. thence running West 5 chains to the place of beginning containing five (5) acres, both of said tracts being in said County of Douglas and State of Kansas with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles E. Price does 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 Nine hundred dollars

according to the terms of two certain promissory notes this day executed and delivered by the said Charles E. Price to the said party of the second part: payable to the order of said Henry E. Her with interest from date at the rate of five per cent per annum payable annually, one for Five hundred dollars to be payable two years after date and the other for Four hundred dollars to be payable four years after 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 Charles E. Price his 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

Charles E. Price (SEAL.)

Sate & Price (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this second day of March, A. D. 1889, before me, H. H. Howard, a Notary Public in and for said County and State, came Charles E. Price and Sate & Price his wife to me personally known to be the same persons 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 Dec - 7 - 1889.

H. H. Howard

Notary Public.

Recorded March - 19 - A. D. 1889, at 11 o'clock A. M.

James Brooks

Reg. Uter of Deeds

The foregoing is a copy of the original instrument as the same appears described having been read and approved by the clerk of the court on the 3 day of March A. D. 1893
Recorded March 15 - 1893
James Brooks
Notary Public