

MORTGAGE RECORD

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

This Indenture, Made this Seventeenth day of March in the year of our Lord one thousand eight hundred and eighty Nine between W. H. Pinchard & E. Church husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and The Kansas Educational Association of the M. E. Church of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand and Fifty (1050) 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 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: Lots Nos. Twenty, three (23), Twenty four (24) and Twenty five (25) on Eighth Street and Twenty three (23), Twenty four (24) and Twenty five (25) on North Street in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. H. Pinchard and wife 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 One Thousand and Fifty Dollars (1050 00)

according to the terms of One certain Coupon Note this day executed and delivered by the said W. H. Pinchard and wife to the said party of the second part: due and payable in five years from date of Mch 14 1889 with interest thereon at the rate of Nine (9) percent per annum payable semi-annually on the 14th days of Sept and Mch each year.

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 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 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 W. H. Pinchard and wife heirs and assigns.

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

Signed and delivered in presence of

E. E. Dallas

W. H. Pinchard (SEAL.)

E. Church (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 14 day of March, A. D. 1889, before me, Chester E. Dallas a Notary Public in and for said County and State, came W. H. Pinchard & E. Church husband and wife 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 Dec 15 1890.

Chester E. Dallas

Notary Public.

Recorded March 25 A. D. 1889, at 3 o'clock P. M.

James B. Proctor
Reg. Latr of Deeds

Copy of original mortgage on the original mortgage of the note, have been secured, having been paid in full this mortgage is hereby released and the same hereby created discharged (the entire sum) being this 14th day of March, A.D. 1894. Recorded March 16th 1894. (with Kansas Educational Association of the M. E. Church by Charles P. Jones, Treasurer)