MORTGAGE RECORD

P. L. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 23d day of March in the year of our Lord one thousand eight hundred and eighty Nine between H. J. Jay and Eliza J. Jay his wife of Palmyra in the County of Douglas and State of Kansas, of the first part, and W. C. Howard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Nine and 60/100 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 South West Quarter of Section Number Twenty Nine (29) in Township number Fourteen (14) of Range number Twenty (20) East of the Sixth Principal Meridian Excepting therefrom so much of said parcel of land as has heretofore been taken and appropriated by the Leavenworth Lawrence and Galveston Rail Road Company as a right of way for said Rail Road as the same is now taken used and occupied by the said Rail Road Company or as it may have the right under any former grants or condemnation to take use or occupy the same and not surrendered by the said Company, the land surrendered shall revert to the party of the 2nd part with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. C. Jay and Eliza J. Jay his 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 Hundred and Nine and 60/100 Dollars with 12 per cent interest from Mch 22nd 1889 until paid according to the terms of One certain promissory note this day executed and delivered by the said H. C. Jay and Eliza J. Jay to the said party of the second part: said note reads as follows, to-wit: $109.60 Baldwin Kans March 22nd 1889. Six Months after date we either jointly or severally promise to pay to the order of W. C. Howard One Hundred and Nine 60/100 dollars value received with 12 per cent interest thereon from date until paid. H. C. Jay, Eliza J. Jay

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 H. C. Jay and Eliza J. Jay his wife their 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

C. E. Dallas

H. C. Jay (SEAL.)
Eliza J. Jay (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 23d day of March, A. D. 1889, before me, Chester E. Dallas a Notary Public in and for said County and State, came H. C. Jay and Eliza C. Jay husband and wife who are 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 15th 1890. Chester E. Dallas, Notary Public.

Recorded March 25 A. D. 1889, at 5 40 o'clock P. M.

James Brooks, Register of Deeds.

The following is endorsed on the original instrument — Mortgage is hereby released and the lien thereby created discharged. As witness my hand, this 30 day of Nov A.D. 1889. W. C. Howard. Recorded Sept 30th 1889. Amos Brooks, Register of Deeds.

The following is endorsed on the original instrument — In consideration of full payment of the within mortgage I hereby release the same this 30 day of November 1889. Eliza Blair agent for E. J. Blair the mortgagee. Recorded Sept 30th 1889. Amos Brooks, Register of Deeds.