

MORTGAGE RECORD

T. T. Folsom, Bank Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this fourth day of April in the year of our Lord one thousand eight hundred and eighty nine between Daniel Shultz and Rachel Shultz his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Charles Lashill of Douglas Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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: Beginning at a point four $\frac{1}{2}$ chains south of the South East corner of the North East quarter of Sec. No. 16, in Township No. 13, Range No. Nineteen, thence running West forty $\frac{1}{2}$ chains thence North fifteen $\frac{1}{2}$ chains thence East Thirteen $\frac{1}{2}$ chains thence North Sixty $\frac{1}{2}$ chains thence South Twenty six $\frac{1}{2}$ chains and $\frac{1}{2}$ chain thence South Twenty two $\frac{1}{2}$ chains to place of beginning containing $67 \frac{1}{2}$ acres of land more or less, just however set out certain in Mortgage No. 1000 each to W. C. Beardley recorded Oct. 17, 1887 to myself for my use subject to one note of \$300 to W. C. Beardley recorded Oct. 17, 1887 for my use subject to one note of \$300 to W. C. Beardley recorded Oct. 17, 1887

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 indefensible estate of inheritance therein free and clear of all incumbrances save as aforesaid.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars,

according to the terms of One certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Levendate due in 5 years from date with interest from date until paid at the rate of seven and one half percent 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 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 of the second part making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

D. J. Shultz (SEAL.)

Rachel Shultz (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this fourth day of April, A. D. 1887, before me, John P. Lincoln, a Notary Public in and for said County and State, came D. J. Shultz and Rachel Shultz 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 Sept. 13, 1892. John P. Lincoln Notary Public.

Recorded April 1, A. D. 1887, at 3 $\frac{1}{2}$ o'clock P. M.

James Beale
Register of Deeds.

For a full cancellation of this instrument see the record of the same in the Register of Deeds of Douglas County, Kansas, commencing at the North West corner of the land described in this instrument. Therein record the instrument of record and the instrument of record of the instrument of record.

The right hereinafter described having been fully paid off, this instrument is hereby discharged. It is now null and void. Recorded this 22nd day of February A. D. 1896
Charles Lashill