

MORTGAGE RECORD

P. T. Foley, DEPUTY STATE MARSHAL, LAWRENCE, KANS.

This Indenture, Made this Twentieth day of March in the year of our Lord one thousand eight hundred and eighty nine between Jefferson Lewis and Esther Lewis his wife of Beckton in the County of Douglas and State of Kansas, of the first part, and Wm. L. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Beginning at the E. corner of the N. W. 1/4 of Section 34 Town 11 Range 15 and running thence North 22 1/2 rods thence West 47 1/2 rods, thence the middle of Lone Creek thence South following the meandering of the said creek to the south line of said section thence East along the south line of said section 64 1/2 rods to place of beginning being in the North West quarter of Section 34 Town 11 Range 15 containing thereabout more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jefferson Lewis and Esther Lewis hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 Two hundred dollars and thereon according to the terms of one certain promissory note this day executed and delivered by the said Jefferson Lewis to the said party of the second part:

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 Jefferson Lewis 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

J. Lewis (SEAL.)
E. Lewis (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 30 day of March, A. D. 1889, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came Jefferson Lewis and Esther Lewis

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 Jan 7 1892.Recorded April 6 A. D. 1889, at 11 o'clock A. M.

Notary Public.

James Brook
 Reg. Clerk of Deeds.

The following is index on original instrument
 The notes herein described having been paid in full, this mortgage is hereby released
 and the lien thereby created discharged.
 No Witness may be had, this 14 day of March A.D. 1896
 Recorded March 17, 1896.
 Wm. L. Smith
 James Brook