

MORTGAGE-RECORD

P. T. Foley, Bank Book Manufacturer, LAWRENCE, KANS.

This Indenture, Made this Fourth day of April in the year of our Lord one thousand eight hundred and eighty nine between Pearl Peterson and Mary B. Peterson his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mary B. Stevens of Ellis County, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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 East quarter of the North East quarter of the South East quarter of Section No Twenty three (23), in Township No Twelve (12) South, of Range No Nineteen (19) East of the Sixth Principal Meridian, containing 1/16 of an acre of land, 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 Pearl Peterson and Mary B. Peterson 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 Five Hundred Dollars

according to the terms of the certain promissory note this day executed and delivered by the said Pearl Peterson and Mary B. Peterson to the said party of the second part: due in one year from date with interest at the rate of ten percent per annum from date until paid

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 heirs 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 heirs 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 Pearl Peterson and Mary B. Peterson, 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

Pearl Peterson (SEAL.)

Mary B. Peterson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 6th day of April, A. D. 1889, before me, Wm. J. Sinclair, a Notary Public in and for said County and State, came Pearl Peterson and Mary B. Peterson, 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.

Wm. J. Sinclair

Notary Public.

Recorded April 7 A. D. 1889, at 3 o'clock P. M.

James Brooks
Reg. U.S. of Deeds

The following is a correct and true copy of the original instrument as the same has been described having been filed in full after due notice is hereby ordered and the same which was granted to the above named parties on the 17th day of April A. D. 1889.

Recorded April 18th 1899.