

## MORTGAGE RECORD

P. T. POSEY, MARK MOORE MARSHCROFT, LAWYERS, KANS.

This Indenture, Made this eight day of April in the year of our Lord one thousand eight hundred and eighty nine between James M. Bradshaw and Lydia Bradshaw, his wife of Eastonville in the County of El Paso and State of Colorado of the first part, and W. C. Beardsley, of Auburn, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Forty 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 North half of the North East quarter of Section No. Eighteen (16) in Township No. Fifteen (15) North, of Range No. Eighteen (18) East of the Sixth Principal Meridian; Subject, however, to a mortgage of One Hundred Dollars to W. C. Beardsley, recorded November 5, 1887, in Book 16, page 503.

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 indefeasible estate of inheritance therein free and clear of all incumbrances save as above.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Forty Dollars

according to the terms of the certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part due in three years from date with interest as evidenced by coupons thereon attached.

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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Mayb Whitmore  
C. P. Baker

James M. Bradshaw (SEAL.)

Lydia Bradshaw (SEAL.)

(SEAL.)

(SEAL.)

STATE OF Colorado  
County of El Paso } ss.

Be it Remembered, That on this tenth day of April, A. D. 1889, before me, A. B. Whitmore, a Notary Public in and for said County and State, came James M. Bradshaw and his wife Lydia Bradshaw 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 January 13<sup>th</sup> 1892.

A. B. Whitmore

Notary Public

Recorded April 13 A. D. 1889, at 10 o'clock A. M.

James M. Bradshaw  
Eng. later of Deeds.

The following is a copy of an original mortgage which, released and the  
 lien hereby created discharged.  
 Mrs. A. B. Whitmore paid this 11 day of April 1889 \$92  
 W. C. Beardsley  
 Recorded April 22, 1892 at 2 o'clock P. M. James Brooks Register of Deeds  
 J. H. W. Carmer, Deputy