

MORTGAGE RECORD

W. C. Kiley, Clerk, State of Kansas, Lawrence, Kan.

This Indenture, Made this Eighteenth day of April in the year of our Lord one thousand eight hundred and eighty Nine between John W. Rutherford an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: Lot Numbers One hundred and Fifty one (151) and One hundred and Fifty three (153) on Mississippi Street in the City of Lawrence County and State of Kansas according to plat of said City on file in the Office of the Register of Deeds for said County and State.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John W. Rutherford doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said John W. Rutherford to the said party of the second part: payable Twelve months after date at The Merchants National Bank Lawrence with interest at ten percent payable semi-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 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 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 John W. Rutherford his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

H. A. Peairs

John W. Rutherford (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 18 day of April, A. D. 1889, before me, H. A. Peairs a Notary Public in and for said County and State, came John W. Rutherford an unmarried man 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 21st June 1890.

H. A. Peairs

Notary Public.

Recorded April 19 A. D. 1889, at 1⁵⁵ o'clock P. M.

James Brooke
Reg. of Deeds

The following is contained in the original instrument:
The Note herein described having been paid in full, this Mortgage is hereby Released. And this being so, the said Note is discharged.
Witness my hand this 14th day of November A. D. 1889.
Attest: Hugh Blair.

Recorded Nov 14th 1885

W. C. Kiley, Clerk
Register of Deeds

