

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this Nineteenth day of February in the year of our Lord one thopsand eight hundred and eighty Nine between David McCall and Cordelia McCall his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and D. L. Stodley 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 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 East One Hundred and Twenty (120) acres of the North West quarter of Section Twelve 62 in Township Fourteen (14) South Range Nine-
teen (19) East

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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred dollars

according to the terms of Three certain promissory Notes this day executed and delivered by the said David McCall to the said party of the second part: due & payable as follows \$100.00 or before One year \$200.00 or before two years and \$200.00 or before three years after date

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 parties of the first part or 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

David McCall (SEAL.)

Cordelia McCall (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19th day of February, A. D. 1889, before me, H. E. Benson, a Notary Public in and for said County and State, came David McCall and Cordelia McCall his wife

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-20-1891

H. E. Benson

Notary Public.

Recorded April 20 A. D. 1889, at 1 o'clock P.M.

James B. Brock
Reg. Uter of Deeds.

The following is indorsed on the original instrument:
Lawrence, Kansas April 30 1891 Received full satisfaction of the within named mortgage on
Recorded October 28th 1891
D. L. Stodley
Register of Deeds