

MORTGAGE RECORD

P. T. Foley, Clerk of the County of Douglas, Kansas.

This Indenture, Made this 26th day of April in the year of our Lord one thousand eight hundred and eighty nine between C. C. James & Matilda J. James his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Caroline Tany of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of thirteen hundred (1300) 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 her 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 1/4 of the South West 1/4 of Sec. 22 Township No. 22 S. Range No. 20 E. also Commencing at North West corner of fractional North East 1/4 of Sec. No. 30 S. 22 R. 20 E. East on North line of said Sec. 22 Rds. Thence South parallel with the West line of said Sec. 31 S. 15 E. to Kansas River. Thence said River to West line of said Sec. 22 Rds. Thence North along said West line to place of beginning 16.51 acres Aggregate 36.51 acres 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 C. C. James does 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

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand and Three Hundred (\$1300) Dollars according to the terms of One certain Bond this day executed and delivered by the said C. C. James and Matilda J. James to the said party of the second part: Payable three years after date with interest at Eight percent per annum Payable herein annually according to the coupons or interest notes

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 her 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 her 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 C. C. James 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. L. SteeleC. C. James (SEAL.)Matilda J. James (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26 day of April, A. D. 1889, before me, J. L. Steele, a Notary Public in and for said County and State, came C. C. James and Matilda J. James 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 June 17 1889.J. L. Steele

Notary Public.

Recorded April 26 A. D. 1889, at 2 o'clock P. M.

Samuel Brooks
Notary Public.

(See Book 29 Page 592 for Release)