

MORTGAGE RECORD

P. T. FOLY, DEEDS BOOK, 1882-1883, PAGE 83

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and eighty Nine between George W. Watts and Ida B. Watts his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adelia A. Phillips of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: Lot Number Thirteen (13) Fourteen (14) Fifteen (15) & Sixteen (16) Tracers Subdivision of part of Addition Number Four (4) in that part of the City of Lawrence known as North Lawrence according to the plat of said subdivision on file in the Office of Register of Deeds said County and State

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 Three Hundred Dollars Five years after date according to the terms of One certain coupon Note this day executed and delivered by the said George W. Watts and Ida B. Watts to the said party of the second part: said Note bearing interest at eight percent per annum interest 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 her 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 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 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

George W. Watts (SEAL.)

Ida B. Watts (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this First day of May, A. D. 1889, before me, D. F. Hoadley, a Notary Public in and for said County and State, came George W. Watts and Ida B. Watts 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 March 7th 1892.

Recorded May 7 A. D. 1889, at 2³⁰ o'clock P. M.

Notary Public.

James Brooks
Reg. of Deeds

The following is Endorsed on the original instrument
Lawrence, Mo.: Register of George W. Watts Jan. 24 & 1890
The within Personal Mortgage for the sum of \$300.00 was by George W. Watts
in full satisfaction of the within Mortgage. By P. P. Phillips, Notary in fact.

Recorded Jan. 24 & 1906 -
U. W. Armstrong
Register of Deeds.