

## MORTGAGE RECORD

P. P. FORD, CLERK, DEPT. OF REVENUE, KANSAS

This Indenture, Made this Eighteenth day of May in the year of our Lord one thousand eight hundred and eighty Nine between Asa J. Warren of the City of Lawrence in the County of Douglas and State of Kansas, Widower, of the first part, and J. H. Todd of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two hundred and seventy five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents do h grant, bargain, sell and mortgage to the said part 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: Lot number six, seventy (70) and seventy one (71) in subdivision number Two to that part of the City of Lawrence known formerly as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Asa J. Warren do h 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 indefensible 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 Two hundred and seventy five dollars according to the terms of a certain Promissory Note this day executed and delivered by the said Asa J. Warren to the said part y of the second part: payable two years after date with interest at 10% per annum 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 part y 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 part y 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 part y making such sale on demand to the said part y of the first part his heirs and assigns.

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

Signed and delivered in presence of

Hugh BlairAsa J. Warren

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 18 day of May, A. D. 1889, before me, Hugh Blair, a Notary Public in and for said County and State, came Asa J. Warren 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 22 Decr 1889.Hugh Blair

Notary Public.

Recorded May 20 A. D. 1889, at 10 o'clock A. M.James Brooks

Reg. Clerk of Courts

The following is endorsed on the original instrument -  
Lawrence, Kas. 16<sup>th</sup> April 1891. Received of Asa J. Warren the within-named mortgage on the sum of Two hundred and eighty eight dollars and eighty cents (\$288.80) dated April 16<sup>th</sup> 1891.  
J. H. Todd  
Notary Public for Douglas County, Kansas