

## MORTGAGE RECORD

P. 1. Entry, Book 1, Subdivider, 1882-1883

This Indenture, Made this 5th day of April in the year of our Lord one thousand eight hundred and eighty two between James Monroe and Louisa Monroe his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Newell B. Richards of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of fifty seven 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 their 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) in Block one hundred and seventy one (171) City of Eudora County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Monroe and Louisa Monroe his wife do hereby covenant and agree that at the delivery hereof they are 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 fifty seven dollars according to the terms of one certain promissory note this day executed and delivered by the said James Monroe and Louisa Monroe to the said party of the second part and payable one year from the date of this instrument with ten per cent interest from 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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said James Monroe and Louisa Monroe heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

O. G. Richards  
Fredrick Mulford

James Monroe (SEAL.)  
Louisa Monroe (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 13 day of May A. D. 1882, before me, O. G. Richards, a Notary Public in and for said County and State, came James Monroe and Louisa Monroe 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 July 22 1893.Recorded May 21 A. D. 1882, at 2:20 o'clock P. M.

O. G. Richards  
Notary Public.

James Monroe  
Reg. later of Deeds

The following is indorsed on the original instrument:  
For value received, I do hereby sell and assign my mortgage and the notes thereon described to Charles Leffler, this 9 day of July, 1891.  
Recorded April 26th 1891 at 9 o'clock a.m.  
Newell B. Richards

The following is indorsed on the original instrument:  
The notes herein described having been paid in full the mortgage is hereby released and the fees thereon waived, discharged, and unless my hand this 20 day of April, A. D. 1894.  
Charles Leffler

James Monroe  
Register of Deeds

