

MORTGAGE RECORD

P. Y. Lutz, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this thirty first day of May in the year of our Lord one thousand eight hundred and eighty nine between Ann Stamp and Christopher Stamp her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Wilbur P. Greeby of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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: Lot numbered One hundred and forty eight (148) Tombenbury Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ann Stamp and Christopher Stamp her husband 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 except a certain mortgage of five hundred dollars given to Elizabeth Moore, and recorded March 16, 1889 in book 11 page 554.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars

according to the terms of one certain note this day executed and delivered by the said Ann Stamp and Christopher Stamp to the said party of the second part: due in six months 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 Ann Stamp and Christopher Stamp their heirs and assigns.

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

Signed and delivered in presence of

Ann Stamp (SEAL.)
Christopher Stamp (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of May, A. D. 1889, before me, M. Hummerfield, a Notary Public in and for said County and State, came Ann Stamp and Christopher Stamp her husband 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 18 M. Hummerfield Notary Public.

Recorded May 31 A. D. 1889, at 12⁰⁰ o'clock P. M.

James Brooks Reg. Lat. of Deeds

The following was done on original instrument:
\$15.00
Filed from Ann Stamp and Christopher Stamp the within named mortgagors against the sum of One hundred and fifty Dollars in full satisfaction of the within mortgage.
Witnessed May 21, 1890 at 5 o'clock P. M. James Brooks Register of Deeds
By J. W. Cameron Deputy