

MORTGAGE RECORD

L. F. Felt, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 27th day of June in the year of our Lord one thousand eight hundred and eighty nine between Sarah C. Gage in her own right and William H. Gage her husband of Big Springs in the County of Douglas and State of Kansas of the first part, and Marion Marks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Part of the South West Quarter of Section No. Eleven (11), in Township No. Twelve (12), South of Range No. Seventeen (17), East of the 6th W. Described as Commencing 42 Rods East of the South West Corner of said S.W. 1/4. Thence West 42 Rods Thence North 66 Rods Thence North Easterly 78 Rods to place of beginning 8 1/2 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 Sarah C. Gage and Wm. H. Gage does 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 Two Hundred

according to the terms of One certain Note this day executed and delivered by the said first parties to the said party of the second part: Payable three years after date with interest at 10% per cent per annum 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 Sarah C. Gage her heirs and assigns.

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

Signed and delivered in presence of

Sarah C. Gage (SEAL.)

Wm. H. Gage (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 27th day of June, A. D. 1889, before me, Thomas J. Custer Notary Public in and for said County and State, came Sarah C. Gage and W. H. Gage 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

Recorded June 27 A. D. 1889, at 11 o'clock A. M.

Thomas J. Custer
Notary Public

James Brooks
Reg. of Deeds