115MORTCACE RECORD lank Book Manufacturer Lawrence, Nan _____ day of <u>Server_______ in the year of our</u> in the year of our ______between Nancey B. Bailey_and. our This Indenture, Made this ______ 25-___ Lord one thousand eight hundred and eighty sume_______ or Lawrence in the County of Douglas_ and State of Kansas of the first part, and New Coutchfield. of the second part, Wilnesselh, That the said part 12 of the first part in consideration of the sum of Oue functuce eipt ___DOLLARS, to there duly paid, the receipt of which is hereby acknowledged, have-sold and by these presents do-grant, bargain, sell and mortgage to the said part 1of which is needed as not being and assigns lorever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to writ: Lette source (H) and time (9), in Block Eight of One and addition to the City of Laureure etin said with all the appurtenances, and all the estate, title and interest of the said partLLQof the first part therein. And the said Parties of the first partdo __hereby covenant and agree that at the delivery hereothey ase the lawful owner \$_of the premises above granted, and seized ized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a prortage li-Secure the bayment of a note for \$125 to Win Controlfield dated May 20-1889_ This grant is intended as a Mortgage to secure the payment of the sum of One hundred or dollars_ the according to the terms of --- Ouccertain promissory note-this day executed and delivered by the said Marry B. and Server & Bhileyart : payable one year from date at the hat Bank of Laurine Hawas with released, and th eten ho. interest at the rate of \$ % per annum-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 thereot, 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 f_{cd} executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted for any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part f_{cd} executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted for any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part f_{cd} executors, administrators any ute; nner itors or assigns; and out of all the moneys arising from such sales, to retain the autount then due for principal and interest, together with with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part_making such sales on demand to the said Karrzy B. Balley her_____ e on 100000 heirs and assigns. 0 6 In Witness Whereof, The said part (200 the first part, have hereunto set Teen hands and seals the day and year first first above written. Harry B Sailey AL.) (SEAL.) Signed and delicered in presence of Henry & Bailey NL.) SEAL. of May. asisqu AL. _(SEAL.) AL.) (SEAL.) 101 STATE OF KANSAS, LSS. di. County of Douglas Ō Be it Remembered, That on this _25 day of June _____ A. D. 1882, before me? me. Calfrant Haitran and a Notary Public in and for said County and State, came Marry B. Saily and Severy & Baily her husband and selves. nally to me personally known to be the same person \$ who executed the foregoing instrument, and duly acknowledged the l the -1 execution of the same. 1590 In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and and year last above written. à alfred Whiteman sidery public. My commission expires facery 12 1891 . Office Recorded Jerre 1877 A. D. 1889, at 1045 o'clock Q. M. 11:-James Brooks_ teds.