

MORTGAGE RECORD

P. L. FOLK, Notary Public, Kansas

This Indenture, Made this Third day of July in the year of our Lord one thousand eight hundred and eighty Nine between Caroline Gray (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Smith of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eighty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: Commencing at the South West corner of Lincoln and Maine Streets in Addition No 116 North Lawrence thence running West with South side of Lincoln Street One hundred and two (102) feet thence South One hundred and fifty (150) feet thence East One hundred and two (102) feet thence North with West side of Maine Street to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Caroline Gray doth hereby covenant and agree that at the delivery hereof she is 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 Eighty Dollars in two 02 years from date according to the terms of the certain Mortgage note this day executed and delivered by the said Caroline Gray to the said party of the second part: with interest after maturity at the rate of ten (10) percent per annum, the interest from date to maturity being evidenced by certain coupons attached to said note

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 Caroline Gray her heirs and assigns.

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

Signed and delivered in presence of
Wm. Sinclair
A. D. Gray
Caroline Gray (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3^d day of July, A. D. 1889, before me, Wm. Sinclair a Notary Public in and for said County and State, came Caroline Gray, widow

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 Sept 13 1892. Wm. Sinclair Notary Public.

Recorded July 6 A. D. 1889, at 11 o'clock A. M.

James Brooks
Reg. of Deeds.

The following is indorsed on the original instrument
In consideration of full payment of the mortgage
3 hours, when she came this 9th day of June 1891,
Mary J. Smith
to the said Caroline Gray
for the said mortgage
Records June 11th 1891
James Brooks

