

MORTGAGE RECORD

P. W. Foley, Print Book Manufacturer, Lawrence, Kan.

This Indenture, Made this ninth day of July in the year of our Lord one thousand eight hundred and eighty nine between D. V. Syman and Anna A. Syman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Julia Anna Austin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: Lots Nos 40, 41, 42, 43, 44, 45, 46, 47 and 48 on East Street and Lots Nos 57, 59, 60, 61 and 62 on Mechanics Street, in subdivision of Lots Nos 324 and 25 in Addition No 2nd 10 in that part of the City of Lawrence known formerly as North Lawrence being the homestead of said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 indeleasable 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 Five hundred Dollars in two (2) years from date according to the terms of the certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: with interest at the rate of ten percent per annum from date to maturity being evidenced by coupon 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

D. V. Syman (SEAL.)
Anna A. Syman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of July, A. D. 1889, before me, Wm. H. Sinclair a Notary Public in and for said County and State, came D. V. Syman and Anna A. Syman 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 Sept 13 1892. Wm. H. Sinclair Notary Public.

Recorded July 16 A. D. 1889, at 2 o'clock P. M.

James Brooks
Reg. of Deeds

The following is indexed on the original instrument
The whole herein described having been paid in full this mortgage
is hereby released and the lien thereby created all charged
thereby annulled and the this day of December 1893
at Lawrence, Kan. of D. V. Syman and Anna A. Syman
Recorded December 22 1893 at Lawrence, Kan.
James Brooks
Register of Deeds