

MORTGAGE RECORD

P. O. Box, Rural Post Office, Lawrence, Kan.

This Indenture, Made this 14 day of June in the year of our Lord one thousand eight hundred and eighty Nine between C. E. Dallas a single man of Baldwin in the County of Douglas and State of Kan of the first part, and J. Schmebly of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: his undivided one half interest beginning 134 ft East of the W. cor. of Lot "5" thence East 70 1/2 ft thence N. 140 ft thence W. 64 ft thence S. 24 ft thence W. 46 1/2 ft thence South to place of beginning All b'n. High street in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. E. Dallas doth hereby covenant and agree that at the delivery hereof he 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 Three hundred and fifty Dollars

according to the terms of One certain Note this day executed and delivered by the said C. E. Dallas to the said party of the second part: Due and payable in two years from date of June 14, 1889, with interest thereon at the rate of 10% per annum payable 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 his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appraisal 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 C. E. Dallas heirs and assigns.

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

Signed and delivered in presence of

C. E. Dallas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 14 day of June, A. D. 1889, before me, H. B. Giffing, a Notary Public in and for said County and State, came C. E. Dallas a single man

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 March 2 1893.

H. B. Giffing Notary Public.

Recorded July 13 A. D. 1889, at 5 o'clock P. M.

James Brooks Register of Deeds.

The following is a copy of the original instrument as recorded in the original instrument. The parties herein described having been said in duplicate this copy is hereby released and the original instrument is hereby discharged. (As within my hand this 10th day of Sept. 1890) J. E. Schmebly

Original of Book

