

## MORTGAGE RECORD

H. A. Polk, Book Manufacturer, Lawrence, Kansas

This Indenture, Made this Twenty second day of July, in the year of our Lord one thousand eight hundred and eighty Nine, between William Coughlin and Nora Coughlin his wife of the 1st of Lawrence, in the County of Douglas and State of Kansas—of the first part, and R. Wallace and Company of Newark City Mo. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand 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 their 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: All that part of the North half of the North half of lot No. 11 in Section No. Nineteen (19) in Town No. Twelve (12) of Range No. Twenty 20 lying East of the right of way of the Union Pacific Railway crossing said lot containing one acre more or less also lot number 13, Thirty 30, Thirty-one 31, Thirt two 32, Thirt three 33, Ordinal street in addition No. 16 in that part of the city of Lawrence formerly described as North Lawrence also lot number One hundred and six 106 New Jersey Street in the city of Lawrence Douglas County Kansas according to Plat.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Coughlin and Nora Coughlin do hereby covenant and agree that at the delivery hereof to 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 heretofore given or created by a certain Mortgage of \$300 to Margaret Gray dated 12 March 1877 due & payable in 3 years from date with semi annual interest at 7% and covering premises first and second at Armour Bros Bank in Lawrence City Missouri First Street from state to city until paid.

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand five hundred dollars.

according to the terms of a certain Promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: royalty three years after date of entry of patent at Amour Bros Bank in Lawrence City Missouri First Street from state to city until paid.

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 their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appearance hereby waived or not at the option of the party of the second part their 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 party of the first part, has hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

William Coughlin (SEAL.)

Nora Coughlin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS. }  
County of Douglas. } ss.

Be it Remembered, That on this 22 day of July, A. D. 1889, before me, Hugh Blair a Notary Public in and for said County and State, came William Coughlin and Nora Coughlin his husband and wife 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 21 Decr. 1879.

Recorded July 26 A. D. 1889, at 7<sup>50</sup> o'clock M.

Notary Public.

Register of Deeds.

Subscribed and sworn to in the presence of the parties herein aggrieved having been called before him, and charged with the true meaning and intent of the instrument, and having signed the same in their presence, and this day of Oct. 4, 1891  
Signed R. D. Mason  
Recorded Oct. 23, 1891 at 1 o'clock P.M. in the office of R. D. Mason  
of the American Bank Note Co.