

MORTGAGE RECORD

P. E. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this Twenty seventh day of July in the year of our Lord one thousand eight hundred and eighty Nine between Wesley E. Platts and Fannie Platts his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: The South half 1/2 of the North half 1/2 of Block No. Eight Five Carls addition to the City of Lawrence Douglas and Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wesley E. Platts, Fannie Platts do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars due in three years with privilege of paying after one year according to the terms of one certain note this day executed and delivered by the said Wesley E. Platts, Fannie Platts to the said party of the second part: or his heirs

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, appraisement 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 Wesley E. Platts heirs and assigns.

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

Signed and delivered in presence of

Wesley E. Platts (SEAL.)
Fannie Platts (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27 day of July, A. D. 1889, before me, a Notary Public in and for said County and State, came Wesley E. Platts and Fannie Platts 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 April 27 1891. John M. Newlin Notary Public.

Recorded July 27 A. D. 1889, at 4 o'clock P. M.

James B. Ross
Reg. later of Texas.

The following is endorsed on the original instrument
We, the undersigned, having examined the foregoing instrument, and the same being a true and correct copy of the original instrument, we hereby certify that it is a true and correct copy of the original instrument.
Witness my hand and seal this 27th day of July, A. D. 1889.
M. A. Newlin
Notary Public for Douglas County, Kansas.