

MORTGAGE RECORD

P. O. BOX, HICKS BOOK MANUFACTURING COMPANY, KANSAS

This Indenture, Made this 31 day of July in the year of our Lord one thousand eight hundred and eighty Nine between Lucy Mary Cheney and Daniel Cheney of Baldwin in the County of Douglas and State of Kans. of the first part, and M. E. Prothro of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred (\$100) 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: Lots Nos. 156, 157, 160, 162, 164, 166, 167, 170, 172, 174 on Baker Street in Baldwin City according to the Recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary D. Cheney and Daniel Cheney 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 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

according to the terms of Two certain promissory notes this day executed and delivered by the said Mary D. Cheney and Daniel Cheney to the said party of the second part: Due and payable in One and Two 1/2 years from July 31, 1887 with 5% interest thereon from date 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 his 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 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 Mary D. Cheney and Daniel Cheney 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

O. E. Dallas

Mary D. Cheney (SEAL.)

Daniel Cheney (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 31 day of July, A. D. 1887, before me, Chester E. Dallas a Notary Public in and for said County and State, came Mary D. Cheney and Daniel Cheney husband and 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 Dec 15 1890.

Chester E. Dallas

Notary Public

Recorded Aug 5 A. D. 1887, at 5 o'clock P. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument
The note hereunder secured having been paid in full, this mortgage is hereby released, and the same is hereby created discharged. As witness my hand this 15th day of Sept. A. D. 1892
J. H. Overharing
J. H. Overharing

This mortgage is endorsed on the original instrument
The note hereunder secured having been paid in full, this mortgage is hereby released, and the same is hereby created discharged. As witness my hand this 15th day of Sept. A. D. 1892
J. H. Overharing
J. H. Overharing