

MORTGAGE RECORD

P. V. Foley, Blank Book Manufacturer, Lawrence, Kansas

This Indenture, Made this Thirtieth day of July in the year of our Lord one thousand eight hundred and eighty nine between Peter Halling Widower of Lawrence in the County of Douglas and State of Kansas of the first part, and L. H. Spencer of the second part,

Witnesseth, That the said part 1 of the first part in consideration of the sum of Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has Sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 middle one third (1/3) of the North half (1/2) of the South East quarter (1/4) of Block No. 11 of Carl's Addition to the City of Lawrence, Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Peter Halling do hereby covenant and agree that at the delivery hereof he the lawful owner of the premises above granted, and seized of a good and indefeisible 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

according to the terms of One certain Note this day executed and delivered by the said Peter Halling to the said party of the second part:

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 Peter Halling 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

John M. Newlin

Peter Halling (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 31st day of July, A. D. 1889, before me, Notary Public in and for said County and

State, came Peter Halling 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 25 1891. John M. Newlin Notary Public.

Recorded Aug 7 A. D. 1889, at 5⁴⁰ o'clock P. M.

James Brooks
Reg. U.S. of Deeds.

The following is recorded on the original instrument
The notes herein described having been paid in full this mortgage is hereby released and the said Peter Halling counter discharged. At witness my hand this 28th day of Sept. 1889
J. H. Spencer Notary Public
Filed for record in April 28th 1891

