

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this seventeenth day of August in the year of our Lord one thousand eight hundred and eighty nine, between William B. Tipton and Addie Tipton his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and James E. Hair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred & Fifty \$460 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 parties 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: The West 1/2 of the South 1/2 of Lot Eighteen (18) and the West 1/2 of Lot No. Nineteen (19) Twenty (20) Twenty-one (21) Twenty-two (22) each and severly situated on Ninth Street in Baldwin City

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said William B. Tipton & Addie Tipton his wife do hereby covenant and agree that at the delivery hereof they will 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 Four Hundred and Fifty \$460 Dollars

according to the terms of Two certain Notes this day executed and delivered by the said William B. Tipton & Addie Tipton to the said parties of the second part: One Note of \$260.00 due in six months from date of Aug 7 1889 and One of \$200.00 due in one year from date of Aug 7 1889 with ten (10) per cent interest thereon from date

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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, for any part thereof, in the manner prescribed by law, ap- raisement hereby waived or not at the option of the parties 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 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

C. E. DallasWilliam Tipton (SEAL.)Addie Tipton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7th day of August, A. D. 1889, before me, Chester E. Dallas a Notary Public in and for said County and State, came William B. Tipton and Addie Tipton his 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.Recorded August 9th A. D. 1889, at 5:25 o'clock P. M.Chester E. Dallas

Notary Public.

James Brooks
Reg. later of fees

The following is enclosed in the original instrument.
The notes herein described having been paid in full, this mortgage is hereby released, and the title thereby and the discharge of said mortgage is hereby acknowledged this 2nd day of Sep. 1891.
Attest J. B. Shingleton.

Recorded Mar 8 1904
C. W. Chubb
Register of Deeds