

MORTGAGE RECORD

P. T. Yalp, Blank Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this 10 day of August in the year of our Lord one thousand eight hundred and eighty Nine between Daniel Phillips and Mary J. Phillips his wife of Quindora in the County of Douglas and State of Kansas of the first part, and Frank French of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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: Lot No. Nine (9) Block No. Six (6) in the City of Quindora and Eleven (11) Block No. One hundred and Forty (14) in the City of Quindora

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Daniel Phillips do hereby covenant and agree that at the delivery hereof he is 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 Three hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Daniel Phillips and Mary J. Phillips 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 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 Daniel Phillips his heirs and assigns.

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

Signed and delivered in presence of

Daniel Phillips (SEAL.)  
Mary J. Phillips (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS

County of Douglas } ss.

Be it Remembered, That on this 10 day of August, A. D. 1889, before me, L. H. Steele, a Notary Public in, and for said County and State, came Daniel Phillips and Mary J. Phillips his 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 June 17 1890. L. H. Steele Notary Public.

Recorded Aug 10 A. D. 1889, at 4 40 o'clock P. M.

James Brooks  
Reg. of Deeds.

*The following is inserted in Original Instrument  
No. 11111 herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created discharged.  
Witness my hand, this 10 day of December A. D. 1889.  
L. H. Steele  
Notary Public for Douglas Co., Kansas*