

MORTGAGE RECORD

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

This Indenture, Made this 10th day of August in the year of our Lord one thousand eight hundred and eighty nine between Mary O'Brien formerly of Liberty and James O'Brien her husband of Endora 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 One hundred and twenty five 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. One and Two of Block O City of Endora on each side of G Street and North of Block 143 being Homestead of said first parties

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 and twenty five Dollars according to the terms of One certain Note this day executed and delivered by the said Mary O'Brien and James O'Brien 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 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

Mary O'Brien (SEAL.)

James O'Brien (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 10th day of August, A. D. 1889, before me, O. V. Richards, a Notary Public in and for said County and State, came Mary O'Brien and James O'Brien her husband 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 July 26 1893.

O. V. Richards

Notary Public.

Recorded Aug 10 A. D. 1889, at 2 o'clock P. M.

James Brooks
Reg. of Deeds

The following is inserted on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the title thereto created discharged
and no further any bond this 12 day of July A.D. 1889
J. D. Huley
Frank French