

## MORTGAGE RECORD

P. P. Bailey, Book Manufacturer, Law Office, Kansas

This Indenture, Made this 31<sup>st</sup> day of July in the year of our Lord one thousand eight hundred and eighty nine between H. D. Barricklow & Asenath Barricklow his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and C. E. Dallas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Ninety 90 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: The North One half (1/2) of the North East Quarter (1/4) of the lower east Quarter (1/4) of Section 33 Town 14 Range 20 E.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. D. Barricklow and wife do hereby covenant and agree that at the delivery hereof they be 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 Ninety 90 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said H. D. Barricklow and wife to the said party of the second part: Due and payable in One yr. from date of July 31<sup>st</sup> 1889 with interest thereon at Ten (10) percent per annum payable semi-annually

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 H. D. Barricklow and wife 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

H. D. Barricklow (SEAL.)

Asenath Barricklow (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 13 day of Aug, A. D. 1887, before me, A. G. Bailey, a Notary Public in and for said County and State, came H. D. Barricklow and Asenath Barricklow 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 July 16 1893.

Recorded Aug 14 A. D. 1887, at 11 o'clock A. M.

Notary Public.

James Brooks  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this

31<sup>st</sup> day of August 1887

C. E. Dallas

Register of Deeds

The following is endorsed on the original instrument -  
 The note secured by this mortgage having been paid and satisfied  
 in full the said mortgage is released this 20<sup>th</sup> day of August 1897.  
 By Wm. B. Stuntz Deputy

Recorded Aug-20-1887  
 By Wm. B. Stuntz Deputy