

MORTGAGE RECORD

F. T. Peter, Clerk of the Court, Lawrence, Kan.

This Indenture, Made this 20th day of August in the year of our Lord one thousand eight hundred and eighty nine between James R. Curtis and Melisa Curtis his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. G. DeLo of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Lots numbered Twenty (20), Twenty one (21), Twenty eight (28) and Twenty nine (29), in Addition No Two (2) to that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James R. Curtis and Melisa Curtis do hereby covenant and agree that at the delivery hereof they are 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 Two hundred and fifty Dollars with interest thereon according to the terms of one certain promissory note this day executed and delivered by the said James R. and Melisa Curtis 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 James R. Curtis and Melisa Curtis their 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

James R. Curtis (SEAL.)
Melisa Curtis (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20th day of August, A. D. 1889, before me, August L. Delig, a Notary Public in and for said County and State, came James R. Curtis and Melisa Curtis 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 Nov. 10th 1890.August L. Delig Notary Public.Recorded Aug 20 A. D. 1889, at 10²⁰ o'clock A.M.

James Brooks
 Register of Deeds.

The following is a true and correct copy of the original instrument in consideration of full payment of the within mortgage I hereby release the same this 20th day of August 1889
 J. G. DeLo
 J. G. DeLo, Clerk of the Court, Lawrence, Kan.

The following is a true and correct copy of the original instrument in consideration of full payment of the within mortgage I hereby release the same this 20th day of August 1889
 J. G. DeLo
 J. G. DeLo, Clerk of the Court, Lawrence, Kan.