

MORTGAGE RECORD

P. T. Foley, Book Manufacturer, Lawrence, Kan.

This Indenture, Made this Twenty first day of August in the year of our Lord one thousand eight hundred and eighty Nine between Samuel Houston and H. J. Houston his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Newby of Lawrence of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred 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. 5, 26 & 27 in North East Central Subdivision North Lawrence the same containing a One Story house of five rooms.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel Houston and H. J. Houston 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 One hundred Dollars to be paid in One year from the above date according to the terms of a certain promissory note this day executed and delivered by the said Samuel Houston and H. J. Houston to the said party of the second part: the same bearing even date herewith

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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Frank A. Doane
Clara A. Barber

Samuel Houston (SEAL.)
H. J. Houston (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21 day of August, A. D. 1887, before me, John M. Spencer, a Notary Public in and for said County and State, came Samuel Houston and H. J. Houston 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 Sept 20 1892. John M. Spencer Notary Public.
Recorded Aug 21 A. D. 1889, at 5 o'clock P. M.

James Brooks
Register of Deeds.

In presence of James Brooks Register of Deeds
In consideration of full payment of the within mortgage
I hereby release the same this 21 day of August 1887
Witness my hand and seal this 21 day of August 1887
Recorded Oct 19 1887 at 11 o'clock A.M.
James Brooks

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 9th day of July 1892
Witness my hand and seal
James Brooks