

MORTGAGE RECORD

P. T. FOLEY, DEED BOOK MANUFACTURER, LAWRENCE, KANS.

This Indenture, Made this 24 day of August in the year of our Lord one thousand eight hundred and eighty nine between William W. Cleland and Alice M. Cleland his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adam Brook of the second part,

Witnesseth, That the said part 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: The East half of the South East quarter of Section Thirty two (32) Township Twelve (12) Range Nineteen (19) Eighty 80 Acres

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Three Hundred and fifty Dollars

according to the terms of One certain promissory note this day executed and delivered by the said William W. and Alice M. Cleland to the said party of the second part: Payable two (2) years from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of 7% per cent 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 for 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 William W. Cleland his 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.

Sign and delivered in presence of

William W. Cleland (SEAL.)

Alice M. Cleland (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24 day of August, A. D. 1889, before me, Alfred Whitman, Notary Public in and for said County and State, came William W. Cleland and Alice M. Cleland 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 Jan'y 19 1891.

Recorded August 26 A. D. 1889, at 3 o'clock P. M.

Alfred Whitman
Notary Public.

James Brooks
Register of Deeds.

This following is indented on the original instrument
the notes herein described having been paid full this mortgage is hereby released and the
line hereby created discharged. As witness my hand this 28th day of August 1891
For Assignment and release see Book 25 Page 233

I hereby acknowledge full release of this mortgage and authorize the Register of Deeds
to which my deed came by record. Date this 8th Oct. 1892. Wm. Brooks