

MORTGAGE RECORD

This Indenture, Made this 2d day of Sept in the year of our Lord one thousand eight hundred and eighty Nine between Harvey C. Adams and Elizabeth J. Adams husband and wife of Douglas and State of Kansas of the first part, and Joseph Lewis of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: The North half of the South East quarter of Section First, Twp. 13 N. Range Thirteen (20) E. of 6th P.M. containing 1.08 acre or less.

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 Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Harvey C. Adams to the said party of the second part payable three years after date with interest at the rate of Eight per cent per annum payable annually according to the interest coupons attached to said note

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 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 Harvey C. Adams his heirs and assigns.

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

Harvey C. Adams (SEAL.)
Elizabeth J. Adams (SEAL.)
Geo. A. Banks (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 2d day of September, A. D. 1887, before me, Geo. A. Banks, Notary Public in and for said County and State, came Harvey C. Adams and Elizabeth J. Adams husband and 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 Dec 12 1892. Geo. A. Banks Notary Public.

Recorded Sept 2 A. D. 1887, at 3 o'clock P. M.

James Booth Registrar of Deeds.

Vertical handwritten notes on the left margin: 'The following is in answer to original instrument... The Notary in a recent bid having been paid in full... No other copy made this day of September, 1887... Recorded Sept 2 1887 at 10:20 o'clock by Geo. A. Banks Notary Public W. W. Carmack Deputy'

Vertical handwritten notes on the right margin: 'This following is in answer to the original instrument... The wife herein described having been paid in full... Recorded March 20 1890'