

MORTGAGE RECORD

W. W. Kelley, Clerk, Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 16th day of September in the year of our Lord one thousand eight hundred and eighty nine between Olaf Carlson and Sophia Carlson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Abraham Kilworth of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 parties 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 number seventy 701 Vermont Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Olaf Carlson and Sophia Carlson his wife 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 except a previous mortgage given to Abraham Kilworth of Five hundred \$. Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred \$. Dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part: if taxes, insurance, interest due on any assessments on above property are paid by mortgage the mortgagee agree to reimburse and 10 per cent of same time of payment

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 parties 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, appraisal hereby waived or not at the option of the parties 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 parties of the second part his 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 hands and seals the day and year first above written.

Signed and delivered in presence of

Olaf Carlson (SEAL.)
Sophia Carlson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16th day of Sept, A. D. 1889, before me, A. E. Lacey, a Notary Public in and for said County and State, came Olaf Carlson and Sophia Carlson 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 May-17-1890. A. E. Lacey Notary Public.

Recorded Sept-17 A. D. 1889, at 5 o'clock P. M.

James Brooks
Reg. U.S. of Deeds

The following is endorsed on the original instrument:
Sachin mortgage payment in full of within mortgage and hereby authorize the parties of the first part to discharge the same of record.
Noted this 10-2-89, 10-2-1897
Abraham Kilworth
by John L. D. Smith
Notary, in presence of

Received - Sept. 29-89 18-17
C. L. Lacey
Notary of Deeds