

MORTGAGE RECORD

P. O. Foley, CLERK, DEPT. OF REVENUE, LAWRENCE, KANS.

This Indenture, Made this the first day of March in the year of our Lord one thousand eight hundred and eighty Nine between William N. Elliott and Lillie Elliott his and wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and N. A. Ewing 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 her 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: Part of the North West quarter of the South West quarter of Sec. 16, T. 10 N. R. 10 W. 13 Range No. 20, 10m at the South West corner of said quarter, 41 rods thence East Eighty five (85) rods thence North twenty five (25) rods thence West thirty one and (1) rods thence South to a Point East of the South East corner of out lot No. 12, 20 in the Town of Franklin thence in a direct direction along the outline of the above described quarter section thence thence South to Place of beginning containing thirty six (36) acres more 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 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 excepting one hundred Mortgage

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 Note No. 94 this day executed and delivered by the said Parties of first part 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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her 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 N. Elliott his 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

Wm. N. Elliott (SEAL.)Lillie Elliott (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, John M. Newlin, a Notary Public in and for said County and State, came William N. Elliott and Lillie Elliott his and 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 April 25 1891.Recorded Sept 23 A. D. 1889, at 3 o'clock P. M.

Notary Public.

John M. Newlin
Notary Public.
James Broome
Reg. Sec. of Deeds.

The following is recited on the original instrument:
The note hereto described having been paid in full this mortgage is hereby released and the lien thereby created discharged - Witness my hand this 23 day of January A.D. 1891
Nathan J. Ewing
James Broome

