

MORTGAGE RECORD

This Indenture, Made this twenty fifth day of September in the year of our Lord one thousand eight hundred and eighty nine
Sarah A. Hirk and Joseph A. Hirk
 of Baldwin in the County of Douglas and State of Kansas
 of the first part, and Lucy Bennett
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and ten 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 part y 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 92, 93, 94, 96, 97 and 100 on Lincoln Street and Lot number 89, 91, 93, 95, 97 and 99 on Monroe Street all in the City of Baldwin, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sarah A. Hirk and Joseph A. Hirk 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 excepting a Mortgage for Two hundred \$200 Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and ten \$100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Sarah A. Hirk and Joseph A. Hirk to the said part y of the second part his to Lucy Bennett for the sum of One hundred and ten \$100 Dollars

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 part y of the second part his and the whole amount shall become due and payable, and it shall be lawful for the said part y 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, appraisement hereby waived or not at the option of the part y 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 part y making such sale on demand to the said Sarah A. Hirk and Joseph A. Hirk heirs and assigns.

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

Signed and delivered in presence of

Sarah A. Hirk (SEAL.)
Joseph A. Hirk (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 25th day of September, A. D. 1889, before me, H. E. Benson, a Notary Public in and for said County and State, came Sarah A. Hirk and Joseph A. Hirk 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 January 20th 1891. H. E. Benson Notary Public
 Recorded Sept 25 A. D. 1889, at 11³⁰ o'clock P. M.

James Brooks
 Register of Deeds

See Book 26 Page 336 for Release of this mortgage

In consideration of full payment of this within mortgage \$200.00 hereby released the same this 21st day of October 1892.

Witness
 H. E. Benson
 Register of Deeds
 Douglas Co. Kas.

(For Assignment see Book 26 Page 336)