

## MORTGAGE RECORD

P. J. FOLEY, PRINTER, BOOK MANUFACTURER, LAWRENCE, KANS.

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and eighty nine between John Eaton (unmarried) of Baldwin in the County of Douglas and State of Kansas of the first part, and Rebecca E. Johnson of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of fifteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said part y 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: the North East Quarter (N.E. 1/4) of Section Fifteen (15) Township Fifteen (15) Range Twenty (20) East, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said John Eaton do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 fifteen hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said John Eaton to the said part y of the second part: said note due three years after date and drawing 7% interest from date and paid 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 part y 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 part y 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 part y making such sale on demand to the said John Eaton heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

W. BristowJohn Eaton (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26<sup>th</sup> day of Sept, A. D. 1889, before me, a Justice of the Peace, W. Bristow, a Notary-Public in and for said County and State, came John Eaton

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 18—Recorded Oct 5 A. D. 1889, at 10 o'clock—

W. Bristow  
Justice of the Peace  
James Brooks  
Notary Public

Reg. later of Deeds.

The following is indorsed on the original instrument—  
The note hereon described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 23<sup>rd</sup> day of May, A. D. 1891  
John Eaton  
Records May 25<sup>th</sup> 1891 James Brooks  
Notary Public