

MORTGAGE RECORD

W. T. ELLIS, DIRECTOR, DEPARTMENT OF REVENUE, KANSAS

This Indenture, Made this 5th day of October in the year of our Lord one thousand eight hundred and eighty nine between J. W. Preston and Mattie Preston husband and wife of Douglas in the County 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 Two Thousand 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 heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows: The North West Quarter of Section Twelve (12) Township Fifteen (15) Range Eighteen (18) East of 6th P.M. containing 160 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part herein. And the said J. W. Preston 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 Two Thousand Dollars

according to the terms of one certain promissory note this day executed and delivered by the said J. W. Preston and Mattie Preston to the said party of the second part payable three years after date with interest at the rate of seven and one half percent per annum payable annually according to three 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 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 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 party making such sale on demand to the said J. W. Preston 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
Geo. A. Banks

J. W. Preston (SEAL)
Mattie P. Preston (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 5th day of October, A. D. 1889, before me, Geo. A. Banks, a Notary Public in and for said County and State, came J. W. Preston and Mattie P. Preston 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 Oct - 5 - A. D. 1889, at 12 o'clock P. M.

James Brooks
Reg. U.S. of Deeds

For value received \$1000.00 J. W. Preston and Mattie Preston have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows: The North West Quarter of Section Twelve (12) Township Fifteen (15) Range Eighteen (18) East of 6th P.M. containing 160 acres more or less. This mortgage is intended to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. W. Preston and Mattie Preston to the said party of the second part payable three years after date with interest at the rate of seven and one half percent per annum payable annually according to three 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 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 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 party making such sale on demand to the said J. W. Preston heirs and assigns.

Notary Public
Geo. A. Banks
My commission expires Dec - 12 - 1892