MORTGAGE RECORD

L. L. FOOT, HIGH-GRADE MANUFACTURING STATIONER, TOPEKA, KANS.

This Indenture, Made this Seventh day of October in the year of our Lord one thousand eight hundred and eighty Nine between Winnifred Gahagan and Thomas H. Gahagan her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs Clara L. Coleman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: Lot Nos four (4) in Block No twenty three (23) in Sinclair's Addition to 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 parties of the first part 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

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of a certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: due in 5 years from date, with interest after maturity or default at the rate of ten (10) per cent per annum: the interest from date to maturity being evidenced by 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 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 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

Wm. G. Sinclair
E. A. Wight

Winnie Gahagan (SEAL.)
Thomas H. Gahagan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 7th day of October, A. D. 1889, before me, Jos E. Riggs, a Notary Public in and for said County and State, came Winnifred Gahagan and Thomas H. Gahagan her husband 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 Mch 6 1892. Joseph E. Riggs *Notary Public.*

Recorded Oct 7 A. D. 1889, at 4 45 o'clock P M.

James Brooks *Register of Deeds.*

Recorded Nov 9-1892 at 10 o'clock A M. Jas. Brooks Reg. Deeds.
The following is endorsed on the original instrument
To Whom it may concern: Know ye that I, Clara L. Coleman, the within named mortgagee, for and in consideration of the payment of the debt within mentioned, do hereby release and discharge the within mortgage and the premises therein described from the same. Witness my hand this 2nd day of July A.D. 1892.
Clara L. Coleman.
Executed and delivered in presence of
Jas. E. Brooks
Jos. E. Riggs