

MORTGAGE RECORD

P. C. Entry, Blank Book Manufacturer, Lawrence, Kansas

This Indenture, Made this Twenty third day of June in the year of our Lord one thousand eight hundred and eighty seven between B. B. Latheman and of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles Peace of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred DOLLARS, to they 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 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 One hundred and sixty four (64) on New York Street in Lawrence Douglas Co. Kansas.

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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of one certain Note this day executed and delivered by the said B. B. Latheman and B. B. Latheman 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 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 parties of the first part or 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
John M. Newlin

B. B. Latheman (SEAL.)
B. B. Latheman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 23 day of June, A. D. 1887, before me, John M. Newlin a Notary Public in and for said County and State, came B. B. Latheman and B. B. Latheman husband 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 27 1891. John M. Newlin Notary Public.
Recorded Oct 1 A. D. 1887, at 10 o'clock A. M.

James Brooks
Reg. Sec. of Deeds

The following is inclosed on the original instrument
In consideration of full payment of the mortgage
I hereby release the same of this 23rd day of July, 1892
Recorded July 27, 1892
James Brooks
Reg. Sec. of Deeds