

MORTGAGE RECORD

U. T. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this Tenth day of October in the year of our Lord one thousand eight hundred and eighty nine between Isabell G. Williams a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Delia A. Phillips of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 Number Seventeen (17) in Block Number Thirteen (13) Lane Second Addition to the City of Lawrence according to the plat of said Addition on file in the office of Register of said County and State

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 does 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 Three Hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Isabell G. Williams 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 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 party of the first part or her heirs and assigns.

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

Signed and delivered in presence of

Isabell G. Williams (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 10th day of October, A. D. 1889, before me, D. T. Hoadley, a Notary Public in and for said County and State, came Isabell G. Williams a widow

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 March 7th 1892.

D. T. Hoadley

Notary Public.

Recorded Oct 10 A. D. 1889, at 10³⁰ o'clock A. M.

James Brooks
Reg. of Deeds

The following is a true and correct copy of the original instrument recorded in the office of the Register of Deeds of Lawrence, Kansas, on the 10th day of October, 1889, in full satisfaction of the promissory note of the said Isabell G. Williams to Delia A. Phillips, recorded in Book 24 of Mortgages, page 179.

