

MORTGAGE RECORD

P. F. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 10<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and eighty nine between C. E. Dallas an unmarried man of Baldwin in the County of Douglas and State of Kansas of the first part, and Edmund B. Wade Guardian of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred Sixty Three 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 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: Begin at the North West corner of the North West quarter of Section Twenty-two (22) Township Twenty-four (24) Range Nineteen (19): East on North line of said Section Ten (10) Rods: South (10) Eight Rods West two (2) Rods: North Eight (8) Rods to beginning 1/2 acre

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. E. Dallas 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 except a Mortgage given date hereof for \$17 to Sarah E. Shiner

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Sixty Three Dollars

according to the terms of one certain promissory note this day executed and delivered by the said C. E. Dallas to the said part y of the second part: payable one year after date with interest from date at the rate of ten percent per annum

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 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 part y 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 part y making such sale on demand to the said C. E. Dallas his heirs and assigns.

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

Signed and delivered in presence of

Geo A. Banks

C. E. Dallas

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 10<sup>th</sup> day of October, A. D. 1889, before me, Geo A. Banks, a Notary Public in and for said County and State, came C. E. Dallas an unmarried man

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 Dec - 12 - 1892

Geo A. Banks

Notary Public.

Recorded Oct - 14 - A. D. 1889, at 2 o'clock P. M.

James Brooks

Reg. Lic. of Deeds

(For Release See Book 38 Page 8)