

MORTGAGE RECORD

P. T. Foley, Print Book Manufacturer, Lawrence, Kan.

This Indenture, Made this fourth day of October in the year of our Lord one thousand eight hundred and eighty nine between Rymear Morgan and Mahala Morgan his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five 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 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: Part of the S. 1/4 of Sec. 34 in Township No. 14 N. of Range No. 20. Bounded on the East by Washington St. on the North by 3rd St. on the West by Main St. and on the South by 5th St. and being further designated as Block No. Eighty four 1/4 Baldwin City formerly Palmyra also the North 1/4 and one third acres of the South 1/4 and 3/4 acres of the West 1/4 of Section No. Thirty four (34) in said Township No. 14 N. of Range No. 20. E. Subject however to a prior Mtg. of 1880 to said Wm. S. Sinclair 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 save as above

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five Dollars

according to the terms of ten (10) certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part for the term of 2 1/2 years each due respectively in 6, 12, 15, 24, 30, 36, 42, 45, 54 and 60 months after date with interest from maturity until paid at the rate of ten per cent 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 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 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

C. E. Dallas

Rymear Morgan (SEAL.)

Mahala Morgan (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11 day of October, A. D. 1889, before me, Chester E. Dallas, a Notary Public in and for said County and State, came Rymear Morgan and Mahala Morgan his wife and wife to me personally known to be the same person S. 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 15 1890.

Chester E. Dallas

Notary Public.

Recorded Oct 17 A. D. 1889, at 5 o'clock P.M.

James Brooks

Reg. later of Deeds.

The following was entered on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released, and the lien thereby created discharged.
At witness my hand, this 4th day of February A.D. 1899
J. W. Sinclair

Recorded February 4th 1899

Register of Deeds
J. W. Sinclair

