

MORTGAGE RECORD

P. S. Foley, Book & Stationery Manufacturer, Lawton, Okla.

This Indenture, Made this thirtieth day of October in the year of our Lord one thousand eight hundred and eighty nine between Frank Randall and Mary J. Randall (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and W. C. Chamberlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred and fifty 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: The North one half (1/2) of the North East Quarter (1/4) of Section 26 (126) Township Fourteen (14) Range Twenty (20) County and State aforesaid containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Randall and Mary J. Randall do hereby covenant and agree that at the delivery hereof they are 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 six hundred and fifty dollars

according to the terms of one certain promissory note this day executed and delivered by the said Frank Randall and Mary J. Randall to the said party of the second part: Said Note due five years after date and drawing ten percent interest payable annually according to the tenor of five coupons thereto attached

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Frank Randall and Mary J. Randall their heirs and assigns.

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

Signed and delivered in presence of

W. Britton

Frank Randel (SEAL.)

Mary J. Randel (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of October, A. D. 1889, before me, a Justice of the Peace, a Notary Public in and for said County and State, came Frank Randall and Mary J. Randall 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 18

W. Britton

Recorded Oct - 22 A. D. 1889, at 9 o'clock A. M.

Justice of the Peace

James Brooke
Notary Public
Dog Lake of Texas

The following is indorsed on the original instrument:
The note herein described having been paid in full, the mortgage is hereby released, and the land thereby created discharged. Co. witnesses my hand, this 8th day of Oct. A. D. 1894
Recorded October 17th 1894
James Brooke
Notary Public

Recorded October 17th 1894
James Brooke
Notary Public