

## MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 25<sup>th</sup> day of October in the year of our Lord one thousand, eight hundred and eighty nine between John W. Willey and Nancy W. Willey, his wife of the first part, and Wm. S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: Beginning 7 Rods South of the North East corner of the North East quarter of Section 16, 1st W. in Township No. 15 North, Range No. 20 West, thence running South 1 Rod, thence East 4 Rods, thence North 10 Rods, thence East 4 Rods to beginning, containing 2 1/2 acres, to be occupied by said first parties as a homestead

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 a prior mortgage of One Thousand Dollars, to said William S. Sinclair and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against all persons lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars

according to the terms of 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: payable as follows: Five Dollars on the 25<sup>th</sup> day of April and October in each year until said sum of Fifty Dollars is fully paid, with interest after maturity or default 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 hand and seals the day, and year first above written.

Signed and delivered in presence of

John W. Willey (SEAL.)  
Nancy W. Willey (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26<sup>th</sup> day of October, A. D. 1889, before me, D. T. Hoadley, a Notary Public in and for said County and State, came John W. Willey and Nancy W. Willey, his wife to me personally known to be the same persons 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 7<sup>th</sup> 1892.

Recorded Oct 26 A. D. 1889, at 1<sup>40</sup> o'clock P. M.

D. T. Hoadley (SEAL.)  
Notary Public.  
James Brooke  
Reg. of Deeds

The following is endorsed on the original instrument:  
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. W. Sinclair, my holder, this 10<sup>th</sup> day of November, A.D. 1894.

Records - 25<sup>th</sup> 1894 -  
W. Willey  
Registered by Deeds.