

MORTGAGE RECORD

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

This Indenture, Made this 31st day of October in the year of our Lord one thousand eight hundred and eighty nine between Peter Lemmer and Margaret Lemmer his wife of Laurine in the County of Douglas and State of Kansas of the first part, and William T. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy 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: Lot No. Thirty (30) in Addition No. One (1) to that part of the City of Lawrence formerly known as 2nd Lawrence

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 and that they will warrant and defend the same in the quiet and peaceable possession of said 2nd party 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 Seventy Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in one year from date with interest from date to maturity at the rate of eight per cent per annum and interest after maturity 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, for 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 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

L. A. Wright

Peter Lemmer (SEAL.)

Margaret Lemmer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11 day of November A. D. 1889, before me, Alfred Whitman a Notary Public in and for said County and State, came Peter Lemmer and Margaret Lemmer his wife 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 July 19 1891.Recorded November 11 A. D. 1889, at 2:33 o'clock P. M.

Alfred Whitman

Notary Public.

James Brooks

By title of deeds.

The following is indorsement on the original instrument
The notes herein having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
As witness my hand this 17th day of October A.D. 1891.
Wm. T. Sinclair.

Recorded Oct 15 1891
A. W. Brundage,
Register of Deeds.