

MORTGAGE RECORD

This Indenture, Made this 11 day of November in the year of our Lord one thousand eight hundred and eighty nine between Frank C. Bailey & Elida Bailey his wife of Lawrence City in the County of Jackson and State of Missouri of the first part, and H. S. Steele of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 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 fourth and one third (4 1/3) acres of the west thirteen and one fourth (13 1/4) acres of the south forty (40) acres of the east sixty (60) acres of the south west quarter of section No thirty four (34) in Township No fourteen (14) South of Range No twenty (20) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Frank C. Bailey do & hereby covenant and agree that at the delivery hereof he is the lawful owner of 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 Two Hundred Dollars

according to the terms of One certain note this day executed and delivered by the
said Frank E. Bailey and Elida Bailey to the said party of the second part:

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 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 party 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 party y making such sale on demand to the said Frank E. Bailey 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

Elida Bailey (SEAL.)

Frank E Bailey (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,
J. O. Holloway, a Notary Public in and for said County and
State, came Frank E. Bailey and Ethel Bailey 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 Sept - 4 - 1893. 30 Jas O. Stalloway Notary Public.

Recorded Nov — 11 — A. D. 1889., at 3 — 0 clock P — M.

James Brooks
Register of Deeds.

The following is restored on the original instrument
 The notes herein described having been paid in full. This mortgage is hereby released and the
 said thereby created discharged. As witness my hand this 12 day of December. A.D. 1894
 J. W. H. Moore
 J. E. McLaughlin, Notary Public.
 10 p. 10