

MORTGAGE RECORD

This Indenture, Made this seventh day of September in the year of our Lord one thousand eight hundred and eighty nine between John C. Haid a widower of the first part, and William S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 East quarter of Section No. Thirty-two (32), in Township No. Fourteen (14) North of Range No. Twenty-one (21) East of the 6th Principal meridian, containing 16 acres, and being the homestead of the said party of the first part.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John C. Haid doth hereby covenant and agree that at the delivery hereof he is 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 One Thousand Dollars in five years from this date according to the terms of one certain promissory note this day executed and delivered by the said John C. Haid to the said party of the second part: with interest from date to maturity as evidenced by coupon notes attached and 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 John C. Haid his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John C. Haid (SEAL.)
John C. Haid (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14 day of September, A. D. 1889, before me, Notary Public in and for said County and State, came John C. Haid a widower sometimes called John Haid 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 March 6 1892.

Recorded No 14 A. D. 1889, at 2 o'clock P. M.

Joseph E. Riggs Notary Public.
James Brooke Reg. later of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 14th day of Sept. 1889. Wm S. Sinclair

Wm S. Sinclair
Register of Deeds