

MORTGAGE RECORD

L. V. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 13th day of November in the year of our Lord one thousand eight hundred and eighty nine between Frank M. Cory and his wife of Edwington in the County of Johnson and State of Kansas of the first part, and Charles Cilla of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty three 74 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 hundred acres of the North East quarter of Section Three (3) Township Thirteen (13) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank M. Cory and wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty three Dollars 74

according to the terms of 2 certain Notes this day executed and delivered by the said F. M. Cory and wife to the said party of the second part: \$389.88 due Novbr. 13/1890 at 5% Int from date and \$63.86 due Nov 13/1890 at 10%

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 F. M. Cory and wife their heirs and assigns.

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

Signed and delivered in presence of

F. M. Cory (SEAL.)
Nana Cory (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 14 day of November, A. D. 1889, before me, Henry Abels, a Notary Public in and for said County and State, came F. M. Cory and his wife Nana Cory 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 October 6 - 1891.

Recorded Nov - 20 A. D. 1889, at 5³⁰ o'clock A. M.

Henry Abels Notary Public.
James Brookes Notary of Deeds.