

MORTGAGE RECORD

P. C. Foley, Notary Public, Lawrence, Kansas

This Indenture, Made this 16 day of November in the year of our Lord one thousand eight hundred and eighty nine between B. G. Hilliker and Lydia S. Hilliker his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William Starr of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand one hundred and thirty five 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: lots number one hundred and forty two (142) and one hundred and forty four (144) on Kentucky Street in the City of Lawrence, except the East Eighty five (55) feet of said lots.

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

This grant is intended as a Mortgage to secure the payment of the sum of One thousand one hundred and thirty five Dollars according to the terms of one certain promissory note this day executed and delivered by the said B. G. and Lydia S. Hilliker to the said party of the second part payable two years from date at Lawrence, Kansas, with interest at the rate of 5% per annum payable every six months

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 B. G. Hilliker his heirs and assigns.

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

Signed and delivered in presence of

Wes A. BanksB. G. Hilliker (SEAL.)Lydia S. Hilliker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 21 day of November, A. D. 1889, before me, Wes A. Banks, a Notary Public in and for said County and State, came B. G. Hilliker and Lydia S. Hilliker 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 Dec 12 1892.Wes A. Banks

Notary Public.

Recorded Nov 20 A. D. 1889, at 5 o'clock P. M.

James Brooks
Reg. of Deeds

The following is indented on the original instrument
The state herein described having been paid in full the mortgage
is hereby released and the law hereby ordered discharge of
all which are found this 7th day of November A.D. 1900.
Wes A. Banks

Recorded Dec 10 1900.
Wes A. Banks

