

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

The following is endorsed on original instrument:  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created hereby abolished.  
Witness my hand, this 19th day of Feb. A.D. 1896.  
J. C. Hain.

"For assignment on Mortgage Book 31 Page 43."

James Brooks  
Indenture, Made this 25<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty nine between George Lovett, Eliza Lovett his wife and wife of Baldwin in the County of Douglas and State of Kansas the first part, and W. S. Chamberlain the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 West half of the North East Quarter of Section Eleven (11) Township Fifteen (15) Range Twenty (20) County and State aforesaid

Recorded Feb 21, 1896.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George Lovett and Eliza Lovett 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 Dollars according to the terms of one certain promissory note this day executed and delivered by the said George Lovett and Eliza Lovett to the said party of the second part: said note due five years after date and drawing ten per cent interest per annum, and paid semi-annually according to the tenor of said coupon which is attached

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 George Lovett and Eliza Lovett 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  
George Lovett (SEAL.)  
Eliza Lovett (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25<sup>th</sup> day of Nov, A. D. 1889, before me, a Justice of the Peace, a Notary-Public in and for said County and State, came George Lovett and Eliza Lovett 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 18 W. R. Bristol  
Recorded Nov 26 A. D. 1889, at 5<sup>30</sup> o'clock P. M. Justice of the Peace

James Brooks  
Reg. Secy of Deeds