

MORTGAGE RECORD

This Indenture, Made this Twentieth day of November in the year of our Lord one thousand eight hundred and eighty nine between Henry L. Gay and Eliza G. Gay his wife of the Township of Calhoun in the County of Douglas and State of Kansas of the first part, and W. C. Howard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand and fifty one 1/100 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 South West quarter (1/4) of Section number Twenty nine (29) in Township Fourteen (14) of Range Twenty (20) in said County and State containing One hundred and fifty acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry L. Gay and Eliza G. Gay 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 save and except a certain mortgage for \$1600 dated 1st June 1878 to E. M. Sheldon

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand and fifty one 1/100 dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable 12 months after date to order said W. C. Howard at Baldwin City Bank with interest at 10% from date

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

Henry L. Gay

(SEAL.)

Eliza G. Gay

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 30th day of November, A. D. 1889, before me, Hugh Blair, a Notary Public in and for said County and State, came Henry L. Gay and Eliza G. Gay husband and wife 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 25th Dec 1889.

Hugh Blair

Notary Public.

Recorded Nov 30 A. D. 1889, at 3 o'clock P. M.

James Brooks

Reg. of Deeds

In consideration of full payment of the within mortgage I hereby release the same this Monday of Nov. 30th 1889
W. C. Howard
Attest A. W. Barnman Deputy Register of Deeds