

MORTGAGE RECORD

F. A. Foley, Print Book Manufacturer, Lawrence, Mass.

This Indenture, Made this 5th day of Dec in the year of our Lord one thousand eight hundred and eighty nine between Lophronia E. Quakenbush and Alfred Quakenbush of Media in the County of Douglas and State of Kansas of the first part, and E. C. Dallas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty five 125 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: Lot No Eighty Eight and Eighty Nine 1/2 on South Street in Media

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lophronia E. Quakenbush and husband 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 hundred and twenty five 125 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Lophronia E. Quakenbush and husband to the said party of the second part: Due and payable one yr from dated Dec 5th 1889 with interest thereon at the rate of ten per cent per annum 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said 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

W. E. Ralston

Lophronia E. Quakenbush (SEAL.)

Alfred Quakenbush (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 6th day of Dec, A. D. 1889, before me, W. E. Ralston a Notary Public in and for said County and State, came Lophronia E. Quakenbush and Alfred Quakenbush wife and husband 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 Oct - 15th 1892.

W. E. Ralston

Notary Public.

Recorded Dec - 10 A. D. 1889, at 5²⁰ o'clock P. M.

James B. Smith
Register of Deeds.

"For Release see Book 31 Page 412"

The foregoing instrument is on original instrument
 In consideration of full pay-
 ment of the indebtedness of Lins
 I hereby release the same this
 21st day of May 1892
 J. C. Howard
 Notary Public