

MORTGAGE RECORD

P. O. BOX, 1000, ST. LOUIS, MO. 63101

This Indenture, Made this 25<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and eighty two between Phylander Day and Eliza Day his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William D. Lincoln, of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Twenty 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: Lot No. One Hundred and Twenty four 124 in Addition No. 131 to that part of the City of Lawrence known formerly as North Lawrence

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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Twenty five Dollars

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in three years from date with interest after maturity or default, at the rate of ten per cent per annum, the interest from date to maturity being evidenced by coupons attached to said note

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 parties of the first part, their 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

Phylander Day (SEAL.)

Eliza Day (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 14<sup>th</sup> day of November, A. D. 1889, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Phylander Day and Eliza Day his 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 Nov 4 1892.

Recorded Dec 11 A. D. 1889, at 12 o'clock M.

Joseph E. Riggs Notary Public.

James Brooks Register of Deeds.

The following is incorporated on the original instrument  
#313845 - March 14, 1891. Received of S. H. Coffey the within named mortgage the sum of  
Thirteen hundred and thirty eight and 1/2 Dollars in full satisfaction of the within mortgage  
Recorder, Douglas, Mo. 1891  
Charles W. Brown