

MORTGAGE RECORD

P. X. Told, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 16 day of December in the year of our Lord one thousand eight hundred and eighty nine between Charles G. Richards unmarried of Andover in the County of Douglas and State of Kansas of the first part, and Lepha A. Brown of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part her 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 North east quarter of the South west quarter Section Thirty five (35) Township Fourteen Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part he is the lawful owner 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 Two hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Charles G. Richards to the said party of the second part: payable one year from date at The Lawrence National Bank of Lawrence, Kas.

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 her 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 her 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 Charles G. Richards heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Chas G Richards (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

Signed and delivered in presence of

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 17 day of December, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Charles G. Richards (unmarried)

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 July 19 1891. Alfred Whitman Notary Public.
Recorded Dec 20 A. D. 1889, at 10 o'clock A. M.

James Brooke
Reg. Uter of Deeds

The following is indorsed on the original instrument
The notes herein described having been paid in full this mortgage is hereby released, and the lien
thereon is hereby declared discharged. As witness my hand this 6 day of February A. D. 1891
Alfred Whitman
Notary Public
Recorded March 25 1891 James Brooke
Reg. Uter of Deeds

