

MORTGAGE-RECORD

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

This Indenture, Made this 2^d day of November in the year of our Lord one thousand eight hundred and eightynine between J. Howard Gray and Della M. Gray husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Robert A. Yeats of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred and Fifty 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 number (130) One hundred and thirty on Indiana Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. Howard Gray do hereby covenant and agree that at the delivery hereof 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 Six Hundred and Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. Howard Gray to the said party of the second part: payable two years after date with interest from date until paid at the rate of eight per cent per annum. The dwelling on said lot to be kept insured to the amount of \$500 payable in case of loss to this mortgage or assigns, their interest may appear and in case of default said mortgage, before the same and shall be a condition of sale. 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 J. Howard Gray his heirs and assigns.

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

Signed and delivered in presence of

Geo. A. BanksJ. Howard Gray (SEAL.)Della M. Gray (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 23^d day of December, A. D. 1889, before me, Geo. A. Banks, a Notary Public in and for said County and State, came J. Howard Gray and Della M. Gray who declare themselves to be husband and wife 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 Dec-24 1892. Geo. A. Banks Notary Public.Recorded Dec-23 A. D. 1889, at 3 o'clock P. M.

James Brooks
Reg. of Deeds

This mortgage was recorded on 23rd day of December 1889 at 3 o'clock P.M. and is hereby discharged and released by execution of this order of discharge. Witness my hand this 23rd day of March, A.D. 1892.

Recorded March 10, 1892 at 10 o'clock A.M. James Brooks, Register of Deeds.

