

MORTGAGE-RECORD

P. M. Tolar, Blank Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this Eighteenth day of Jan in the year of our Lord one thousand eight hundred and eighty Ninety between The Kansas Farming and Shoe Company, a corporation created under the laws of the State of Kansas of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Bowersock of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents gave, grant, bargain, sell and mortgage to the said party of the second part 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: Lots numbered Thirty three (33) Thirty four (34) Thirty five (35) Thirty six (36) Thirty seven (37) Thirty eight (38) Thirty nine (39) Forty (40) Forty one (41) and Forty two (42) all in Block No. Six (6) in that part of the City of Lawrence known as West Lawrence, together with the building thereon, and all the machinery, fixtures and tools therein and thereupon belonging to the party of the first part and pertaining to its business.

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

do hereby covenant and agree that at the delivery hereof it 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 except two certain Mortgages dated respectively February 5, 1872 and August 11, 1875, and recorded respectively in Book M. at page 235 and Book 2, at page 469 given by John Walruff and C. J. Walruff to secure a note for the sum of \$2000 dated February 5, 1872, and now by the said parties hereto agreed that bearing interest at the rate of 7 percent per annum upon the sum of \$2000 and unpaid at the sum of Two thousand Dollars. This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said party of the first to the said party of the second part:

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 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 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 party of the first part its successors heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto affixed its corporate seal and caused the same to be attested by its President and Secretary this 15 day of Jan A. D. 1890.

Signed and delivered in presence of



The Kansas Farming & Shoe Co. (SEAL)
J. J. Russell, Pres't (SEAL)
John Charlton Key (SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16 day of January, A. D. 1890, before me, John Charlton, a Notary Public in and for said County and State, came J. J. Russell, Pres't and John Charlton Key, who are respectively President and Secretary of the Kansas Farming & Shoe Company and acting as such 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 Aug 22 1892.

John Charlton Notary Public.

Recorded Jan 15 A. D. 1892, at 11 o'clock A. M.

James Brooks Reg. of Deeds.

See Book 22 Page 329 for return