

MORTGAGE RECORD

This Indenture, Made this 10 day of February in the year of our Lord one thousand eight hundred and eighty ninety between A. B. Decker and Laura E. Decker his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William Miller of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four hundred 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 part 2nd 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: The East half of the East half of the South East Quarter of the North West Quarter of Sec. No. 36 in Township No. 13 North Range No. 20 East of the 6th P. M. Kansas containing 10 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Grantors 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 Four hundred Dollars according to the terms of four certain Notes this day executed and delivered by the said A. B. Decker and Laura E. Decker to the said party of the second part; of one hundred Dollars each payable in one, two, three and four years with interest at 5% payable annually said Notes being for balance of the purchase money for said premises

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 A. B. Decker and Laura E. Decker heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

A. B. Decker (SEAL.)
Laura E. Decker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11 day of February, A. D. 1890, before me, L. A. Steele a Notary Public in and for said County and State, came A. B. Decker and Laura E. Decker 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 June 17 1890. L. A. Steele Notary Public.
Recorded 21 11 A. D. 1890, at 3 15 o'clock P M.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 20 day of Feb. 1890. William Miller of Lawrence Kansas

The following is indorsed on original instrument. The article herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As valued my hand this 24th day of May A. D. 1894. A. J. Hartman