

## MORTGAGE RECORD

P. T. F. O. C. DUBUE BOOK MANUFACTURING COMPANY, KANSAS

This Indenture, Made this 17 day of February in the year of our Lord one thousand eight hundred and eighty ninety between J. J. Morgan and Oleina Morgan his wife of Douglas in the County of Douglas and State of Kansas of the first part, and A. D. Hoddard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred (400) 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 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 Northeast quarter (1/4) of the North East quarter (1/4) of Section numbered Eight (8) Township number Twelve (12) Range numbered Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. J. Morgan and Oleina Morgan 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 with interest at six per cent per annum payable annually according to the terms of one certain Promissory Note this day executed and delivered by the said J. J. Morgan and Oleina Morgan 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 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 or their 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

J. J. Morgan (SEAL.)  
Mrs. J. J. Morgan (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS. } ss.  
County of Douglas

Be it Remembered, That on this 17<sup>th</sup> day of February, A. D. 1890, before me, John W. Woofe, a Notary Public in and for said County and State, came J. J. Morgan and Oleina Morgan 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 May 7<sup>th</sup> 1891. John W. Woofe Notary Public.  
Recorded Feb 17 A. D. 1890, at 3 o'clock P. M.

James Brooks Register of Deeds.

Other party in consideration of this instrument  
I hereby release the same to  
the day of August, 1890.  
Witness my hand and seal of office  
at Kansas City, Mo., this 17th day of February, 1890.  
J. W. Woofe, Notary Public

(See B-1350 Day 14 for assignment)

The following is recorded in the original instrument  
The parties herein described having been paid in full the sum of \$400.00  
as hereby released and the time thereby created charged to  
J. J. Morgan & Oleina Morgan