

MORTGAGE RECORD

P. V. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this Nineteenth day of February in the year of our Lord one thousand eight hundred and eighty four between Kate A. Unthank Gardner and Lucinda M. Boule both unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and George C. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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 No. One hundred and Seventeen (117) on Newberry Street in the City of Lawrence in said County and State according to the plat of said City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Five hundred dollars on or before three years from date with interest payable annually at 8 per centum according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: the said first part reserving the right to pay \$100 or any multiple thereof at the end of any year of such term Insurance of not less than \$100,000 dollars to be maintained on said premises for the benefit of said second party, 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part 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

Kate A. Unthank Gardner (SEAL.)
Lucinda M. Boule (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19 day of February, A. D. 1892, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Kate A. Unthank Gardner and Lucinda M. Boule both unmarried 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 Feb - 6 - 1892.

Recorded Feb - 19 - 1892 at 1:50 o'clock P.M.

Joseph E. Riggs Notary Public.

James Brooks Reg. Exor of Estate.

The following is recorded on the original instrument. The parties having divided having been paid in full this mortgage is hereby released and the lien thereby created discharged. George C. Bailey