

## MORTGAGE RECORD

P. S. FOLIO, BOOK, AND INDEX, IN THESE CASES.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and eighty ninety between George W. Andrus and Lizzie M. Andrus of Topeka in the County of Shawnee and State of Kansas of the first part, and A. L. Peace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty (\$350) 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: Lots Nos. Eighty, Sixty-two and Sixty-four (54) Eighty-six (56) and Eighty-eight (58) on Joseph Street Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George W. Andrus and Lizzie M. Andrus 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 Three hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said George W. Andrus and Lizzie M. Andrus to the said party of the second part: for 3 years with privilege of paying in 3 years or any interest payment thereafter, interest at 6% per Annum

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 George W. Andrus 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

George W. Andrus (SEAL.)  
Lizzie M. Andrus (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS.

County of Shawnee } ss.

Be it Remembered, That on this 1<sup>st</sup> day of March, A. D. 1890, before me, A. L. Byers, a Notary Public in and for said County and State, came George W. Andrus and Lizzie M. Andrus his 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 28th 19th 1891. A. L. Byers Notary Public.  
Recorded March 4 - 3 A. D. 1890, at 9 o'clock A. M.

James Brooks  
Register of Deeds.

This instrument is acknowledged having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 13<sup>th</sup> day of Aug. 1891. E. L. Mulvey