

MORTGAGE RECORD

P. A. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this seventh day of March in the year of our Lord one thousand eight hundred and eighty Ninety between Lusan Scott of the Township of Wakarusa in the County of Douglas and State of Kansas widow of the first part, and James H. Kilpatrick of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: a part of the South West quarter of the North West quarter of Section number twenty four (24) in Township Twelve (12) Range Nineteen (19), more fully described as follows: Commencing at the North West Corner of said South West quarter thence running East twenty (20) rods thence South sixteen (16) rods thence West twenty (20) rods to the West line of said Section twenty four (24) thence North along said West line sixteen rods to the place of beginning containing two (2) acres of admeasurement.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lusan Scott doth hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a Mortgage to secure the payment of the sum of

Fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Lusan Scott to the said party of the second part payable in twelve months after date with interest at 8% 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 party of the first part heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Eliza A. Watt
Having first been read over and explained to the said Lusan Scott who said she understood and made her mark in my presence.

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 7 day of March, A. D. 1890, before me, Hugh Blair, a Notary Public in and for said County and State, came Lusan Scott an unmarried woman

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 28 Dec 1893.

Recorded March 10 A. D. 1890, at 7 o'clock A. M.

Solitary Public.

Big letter of Death.

The following is a true and correct copy of the original instrument recorded in the office of the County Clerk of Douglas County, Kansas, on the 10th day of March, 1890. Witness my hand and seal this 10th day of March, 1890. J. H. Blair, Notary Public.