

MORTGAGE RECORD

F. T. FOLEY, BOOK BINDER, LAWRENCE, KANS.

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and eighty Ninety between A. M. Knox (unmarried) of Baldwin in the County of Douglas and State of Kansas of the first part, and J. C. Barton of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 No twenty six (76) and seventy eight (78) Chapel Street Also Lots No twenty three (73) and seventy four (74) Dearbo - Street Baldwin City, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said A. M. Knox does 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 Two hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said A. M. Knox to the said party of the second part: Said note due 12 months after dated drawing 10% interest resuming from date payable semi annually on the 1st days of September and March in each year 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 or 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. M. Knox heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of February, A. D. 1890, before me, a Justice of the Peace, a Notary Public in and for said County and State, came A. M. Knox 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 18 - W. Britton Notary Public
Recorded March - 10 - A. D. 1890, at 11⁰⁰ o'clock A - M. Justice of the Peace

James Brooks Register of Deeds

The following is ordered on the original instrument -
The notes herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. All values now paid this 17th day of Feb. 28 1891
atty J. C. Barton
Recorded February 27th 1891 James Brooks Register of Deeds

The following is ordered on the original instrument
The Note herein described having been paid in full this mortgage is hereby released and the same is hereby created discharged. At Witness my hand, this 30 day of Dec. 21. 1895