

MORTGAGE RECORD

J. P. Foley, Blank Book Manufacturer, Lawrence, Kansas

This Indenture, Made this 15th day of March in the year of our Lord one thousand eight hundred and eighty eighty between Joseph H. Taylor a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two thousand DOLLARS, to him 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: Lot four in Block No. 12 in the City of Lawrence known as West Lawrence, subject to right of way of the Kansas City, Topeka and Western Railroad Co., said first two described tracts being subject to a mortgage of \$2500 to said W. C. Beardsley, and said last described tract to a mortgage of \$400 to the said Brown; above described premises being homestead of the said parties of the first part, who agree to maintain insurance thereon during the continuance of the loan to the amount of \$2000, for benefit of said second party his heirs or assigns with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

party of the first part do hereby covenant and agree that at the delivery hereof he 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 except as above noted, and that he will warrant and defend the same in the quiet and peaceable possession of said party his heirs and assigns forever against all persons lawfully claiming the same.

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

according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in three years from date, with interest after maturity, or default until paid, at the rate of ten per cent per annum, the interest to be paid to maturity, or default being secured by coupons attached to said note

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 party of the first part his heirs and assigns.

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

Signed and delivered in presence of

J. L. Taylor (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 15th day of March, A. D. 1892, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Joseph H. Taylor a widower 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 March 6 - 1892. Joseph E. Riggs Notary Public.
Recorded March 15 A. D. 1892, at 3 o'clock P. M.

James Brooke
Reg. of Deeds

The following is a copy of an original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 29th day of December, 1891. W. C. Beardsley. Recorded Dec 31, 1891 at 2:30 o'clock P. M. James Brooke, Register of Deeds.