

MORTGAGE RECORD

P. T. Jones, Notary Public, Lawrence, Kansas

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and eighty Ninty, between J. Preshaw and Olive Preshaw his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Loyal Hays of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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: the South Twelve feet (12 ft) of lot Twenty nine (29) and all of lots thirty (30) thirty one (31) thirty two (32) and thirty three (33) North 16th Street Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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 Eight hundred Dollars according to the terms of one certain Real Estate Note this day executed and delivered by the said first parties to the said party of the second part: Said first parties agree to keep property insured for not less than \$1000.

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 first parties 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.

Signet and delivered in presence of

J. Preshaw (SEAL.)
Olive Preshaw (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of March, A. D. 1890, before me, J. Preshaw and Olive Preshaw his wife, a Notary Public in and for said County and State, came J. Preshaw and Olive Preshaw 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 Dec-9-1893. Joseph Pittman Notary Public.
Recorded March-19-1890, at 11 o'clock A.M.

James Brooks
Reg. Sec. of Deeds

See Book 29 Page 461 for Release