

MORTGAGE RECORD

P. F. Foley, Blank Book Manufacturer, Lawrence, Kan.

The above instrument is the original instrument.
The same herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 19th day of March, A. D. 1890.
J. H. Steele
J. M. Elmer
J. M. Smith

Recorded Dec 17 1890
J. Lloyd Lawrence
Register of Deeds.

This Indenture, Made this 19th day of March in the year of our Lord one thousand eight hundred and eighty Ninth between Martha Peterson and Sandy Peterson her husband of North Lawrence in the County of Douglas and State of Kansas of the first part, and J. H. Steele of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty 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: North One half of Lot No. Seventeen in the Division in the City of Lawrence formerly known as North Lawrence in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Martha Peterson and Sandy Peterson her husband do hereby covenant and agree that at the delivery hereof they 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 One hundred and fifty Dollars according to the terms of one certain Promissory note this day executed and delivered by the said Martha Peterson and Sandy Peterson her husband to the said party of the second part: payable in three years from date with interest at 10 per cent from date payable semi annually

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 Martha Peterson and Sandy Peterson their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of
J. H. Steele
J. H. Steele

Martha Peterson (SEAL)
Sandy Peterson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 19 day of March, A. D. 1890, before me, J. H. Steele, a Notary Public in and for said County and State, came Martha Peterson and Sandy Peterson her husband 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 June 17 1890. J. H. Steele Notary Public.
Recorded March 20 A. D. 1890, at 1 o'clock P. M.

James Brooks
Reg. of Deeds.