

## MORTGAGE RECORD

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

This Indenture, Made this 7<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and eighty nine, between Joseph Pittman and Susan Pittman (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and James Murray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven 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: lots No. six, eight (61) and seventy (70) on Belmont Street and the North fifty nine feet (69 ft) of lots No. six, seven (67) and fifty nine (59) on Grove Street, Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Pittman and Susan Pittman 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 seven hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Joseph Pittman and Susan Pittman to the said party of the second part: Said note dated March 7<sup>th</sup> 1890 and due five years after date, drawing 10% interest per annum, and date payable semi-annually according to the tenor of the same which is attached hereto as part of the mortgage, and the privilege of paying all or a part of the amount at any time before maturity. 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 Joseph Pittman and Susan Pittman 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

Joseph Pittman (SEAL.)  
Susan Pittman (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of March, A. D. 1890, before me, a Justice of the Peace, a Notary Public in and for said County and State, came Joseph Pittman and Susan Pittman 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 18 -Recorded March - 24 A. D. 1890, at 5<sup>30</sup> o'clock P. M.

W. R. Bristow Justice of the Peace  
James B. Bristow Reg. Sec. of Deeds.

This following instrument is intended to be a mortgage to secure the payment of the within mortgage which by release the same this 24<sup>th</sup> day of March 1890

Recorded March 24<sup>th</sup> 1890

W. R. Bristow

James B. Bristow