

MORTGAGE RECORD

W. T. COLBY, HUSBAND, VERDICTOR, LAWYER, KANSAS

This Indenture, Made this second day of April in the year of our Lord one thousand eight hundred and eighty nineteen between Wilson C. Lison and Phoebe Lison his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William C. Lison, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred and twenty five 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: Beginning at the center of the East line of Section No. eleven, Township No. Fourteen, Range No. Twenty, East of the 6th P.M. running thence West 76 rods thence North 10 rods thence West 3 rods thence North 7 rods thence West 50 rods thence South 50 rods thence East 50 rods thence South 34 rods thence East 50 rods thence North 34 rods to place beginning containing 97 1/4 acres. The said parties of the first part agree to maintain insurance on said premises during the existence of this loan to amount of \$600, for benefit of mortgagee 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second 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 Seven hundred and twenty five Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date with interest after maturity or default at the rate of ten per cent per annum the interest to mature at maturity or default being inclosed by coupon 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part 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.

Signed and delivered in presence of
Wilson C. Lison (SEAL.)
Phoebe Lison (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.
County of Douglas } ss.

Be it Remembered, That on this 2^d day of April, A. D. 1890, before me, Chester E. Dallas a Notary Public in and for said County and State, came Wilson C. Lison and Phoebe Lison 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 15 1890. Chester E. Dallas Notary Public.
Recorded April 4 A. D. 1890, at 5 o'clock A. M.

James B. Corbett Reg. Sec. of Deeds

The following is an extract from original indenture of this mortgage. The Notes herein described of having been paid in full this mortgage is hereby released, and the same hereby discharged. As Witness my hand this 20th day of February A.D. 1891. Wm. C. Lison (For Assignment See Book 39 Page 592)

Recorded Jan 19 A.D. 1891
At Lawrence, Kansas
By J. B. Corbett, Reg. Sec. of Deeds
(Assigned See Book 39 Page 592)