

MORTGAGE RECORD

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

This Indenture, Made this 17th day of April in the year of our Lord one thousand eight hundred and eighty nineteen between Henry Clay Clara Clay (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and John A. Norton of the same of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: Sole numbered fifty, 50 in the N. E. Central Sub-Division of six acres of East half of North half of the North West Quarter of the South West Quarter of fractional Section No 36 in Township No 12 of Range No 20 in said County

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Clay and Clara Clay do—hereby covenant and agree that at the delivery hereof they are the lawful owner—s 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 Twenty five dollars in one year from this date according to the terms of one certain promissory note this day executed and delivered by the said Henry Clay to the said party of the second part: said note bears interest at the rate of 5 percent per annum from date

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 Henry Clay 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

B. A. TuckerHenry Clay
Clara Clay
mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 17th day of April, A. D. 1890, before me, Geo. B. Edgar, a Notary Public in and for said County and State, came Henry Clay and Clara Clay (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 June - 5th - 1890.Geo. B. Edgar

Notary Public.

Recorded April - 17 - A. D. 1892, at 4 o'clock P. M.James Brooks

Dep. Secy of Recs.

The following is inserted per the original instrument
Recorded 27th 1891
The witnesses named mortgages the said of twenty eight dollars in full satisfaction of the
mortgage reference given authority the Register of Deeds to enter and sign the same on the Records
Charles W. 27th 1891
Register of Deeds