

MORTGAGE RECORD

P. T. Foley, Clerk of Court, Mortgages, Kansas, 1893.

This Indenture, Made this 29 day of April in the year of our Lord one thousand eight hundred and eighty ninty between Martha J. McCurdy a widow of Baldwin City in the County of Douglas and State of Kansas of the first part, and A. H. Quayle of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty (150) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part her 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: Lot Nos. Ninety Seven 97 and Ninety Nine 99 on Chapel Street Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Martha J. McCurdy does hereby covenant and agree that at the delivery hereof she is 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 J. McCurdy to the said party of the second part A. H. Quayle for two years from date with interest at 10% semi-annually payable at Baldwin Kansas

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 her 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 her 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 J. McCurdy heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Martha J. McCurdy (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1883, before me, Joseph Pittman, a Notary Public in and for said County and State, came Martha J. McCurdy to me personally known to be the same person 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 May - 2 - A. D. 1890, at 11 o'clock A. M.

James Brooks Reg. of Deeds.

For Release See Book 11 Page 258