

MORTGAGE RECORD

P. T. FORD, DEPT. OF RECORDS, LAND OFFICE, KANSAS

This Indenture, Made this 28th day of March in the year of our Lord one thousand eight hundred and eighty ninty between L. A. Stonebraker and Susan D. Stonebraker his wife of the Town of Black Jack in the County of Douglas and State of Kansas of the first part, and Hugh Bristow of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and twenty four 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: The whole of Blocks numbers Seven and Eight containing Eight (8) lots each 50 x 160 feet in the Town of Black Jack in said County and State according to the Plat of said Town filed and recorded in the Registry Office for said County on 25th March 1864 in Plat Book "A" at Page 9 thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. A. Stonebraker and Susan D. Stonebraker jointly and severally 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 of every nature and kind whatsoever and that they and each of them will pay the notes hereinafter mentioned and described at their maturity

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty four dollars according to the terms of two certain Promissory notes this day executed and delivered by the said Parties of the first part to the said party of the second part: one of said notes for the sum of 1/2 is due and payable on August 1890 and the other for same amount vizt 1/2 on 1st Decr. 1890 with interest at 10% 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 Parties of the first part, some or one of them 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

W. BristowL. A. Stonebraker (SEAL.)Susan D. Stonebraker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 31st day of March, A. D. 1890, before me, a Justice of the Peace, James Brooks, a Notary Public in and for said County and State, came L. A. Stonebraker and Susan D. Stonebraker husband and 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 18Recorded May - 5 A. D. 1890, at 5⁵⁰ o'clock P.M.

W. Bristow
Justice of the Peace
James Brooks
Notary Public
Reg. later of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

27th day of Jan. 1895

Attest J. M. Armstrong,
Register of Deeds.