

MORTGAGE RECORD

J. J. Foley, Notary Public, Lawrence, Kansas

This Indenture, Made this 1st day of May in the year of our Lord one thousand eight hundred and eighty ninety between Thomas St. Monroe unmarried of Cudora in the County of Douglas and State of Kansas of the first part, and Delia A. Phillips of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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 Nos eleven (11) Eight (8) Nine (9) and Eleven (11) in Block Sixty four (64) in the City of Cudora according to the plat of said City

to all the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Thomas St. Monroe do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized in 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 Two hundred and fifty according to the terms of One certain promissory note this day executed and delivered by the said Thomas St. Monroe to the said party of the second part:

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 Thomas St. Monroe heirs and assigns.

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

Signed and delivered in presence of

Thomas St. Monroe (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 1st day of May, A. D. 1890, before me, O. K. Richards, a Notary Public in and for said County and State, came Thomas St. Monroe unmarried 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 July 26 1893. O. K. Richards Notary Public.
Recorded May 8 A. D. 1890, at 2⁴⁵ o'clock P-M.

James Brooks Reg. Clk. of Deeds.

The following is indexed on Original Instrument
The notes herein described having been paid in full, this mortgage is hereby released
and the lien thereby created discharged
Recorded April 27th 1890
Delia A. Phillips
James Brooks