

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kansas

This Indenture, Made this sixteenth day of May in the year of our Lord one thousand eight hundred and eighty eighty between Eliza M. Dixon and Sarah A. Dixon his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Nathaniel H. Henderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do sell 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 East one half (1/2) of the South one half (1/2) of the North East quarter (1/4) of Section Ten (10) in Township fifteen (15) Range twenty (20) containing forty acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eliza M. Dixon and Sarah A. Dixon do sell 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

This grant is intended as a Mortgage to secure the payment of the sum of six hundred dollars according to the terms of one certain Promissory Note this day executed and delivered by the said E. M. Dixon + Sarah A. Dixon to the said party of the second part or his heirs, six hundred dollars Due Oct. 1, 1891 with Interest at 8% per annum

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 E. M. Dixon or his heirs and assigns.

In Witness Whereof, The said parties of the first part, ha s hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Eliza M. Dixon (SEAL.)
Sarah A. Dixon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16 day of May, A. D. 1890, before me, Joseph Pittman, a Notary Public in and for said County and State, came Eliza M. Dixon Sarah A. Dixon 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 16 A. D. 1890, at 5 o'clock P. M.

James Brooks Reg. later of Deeds.

(Returned See Book 37: Page 203)