

MORTGAGE RECORD

P. Policy Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 13th day of May in the year of our Lord one thousand eight hundred and eighty nineteen between Madeneck Whedon and Hannah Whedon his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. D. Whitman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred and seventy 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: All of the South east quarter 1/4 of Section Seventeen 11 71 Township Thirteen 13 Range Twenty 120 lying South of Wakarusa River less Begin at South east corner of said quarter section the need West seven 7/8 chains North to center of Wakarusa River: from said river to East line of said quarter section: South Ten 10/16 chains to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and seventy five in Dollars according to the terms of Two certain promissory notes this day executed and delivered by the said Madeneck and Hannah Whedon to the said party of the second part: payable in two years and 4/5 in five years from date at the Western National Bank Lawrence, Kas with interest at the rate of seven percent per annum payable annually

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 Madeneck Whedon heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set his hand and seals the day and year first above written.

Signed and delivered in presence of

Madeneck Whedon (SEAL.)
Hannah Whedon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of May, A. D. 1892, before me, Alfred Whitman, a Notary Public in and for said County and State, came Madeneck Whedon and Hannah Whedon 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 January 17 1891. Alfred Whitman Notary Public.
Recorded June 2 A. D. 1892, at 4 45 o'clock P. M.

James Brooks Reg. of Deeds.

This following is endorsed on the original instrument
This note has been shown to the undersigned and the same is hereby released, and the lien hereby created is discharged. As witness my hand this 25 day of May A.D. 1900.
H. D. Whitman
Recorded May 26, 1900.
By William B. Seymour, Deputy.