

MORTGAGE RECORD

P. F. POLY, PRINTER, 1000 N. W. 10TH ST., LAWRENCE, KANS.

This Indenture, Made this 9 day of July in the year of our Lord one thousand eight hundred and eighty ninety between Matilda Smith widow of Wm. F. Smith of Lawrence in the County of Douglas and State of Kansas of the first part, and Eliza A. Coe of the second part,

A. Whitman Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred \$ 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: The North four (4) acres of the West five (5) acres of the North half (1/2) of Addition Number Seven (7) North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Matilda Smith do 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 Three Hundred \$ Dollars according to the terms of one certain promissory note this day executed and delivered by the said Matilda Smith to the said party of the second part payable five (5) years from date of the Lawrence National Bank of Lawrence Kansas with interest at the rate of Eight (8) per cent per annum payable semi-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 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 Matilda Smith her 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

A. Whitman

Matilda Smith

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9 day of July, A. D. 1890, before me, Alfred Whitman, a Notary Public in and for said County and State, came Matilda Smith (widow)

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 January 19-1891.

Recorded July 10 A. D. 1890, at 2 o'clock P. M.

Alfred Whitman

Notary Public.

Jamies Brooks

Reg. later of Deeds

The following is a true and correct copy of the original and true copy of the within mortgage as the same was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 3rd day of August, 1890.

