

## MORTGAGE RECORD

This Indenture, Made this 9<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and eighty ninety between Mary E. Murdock and Moses P. Murdock her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. Hutchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and ten <sup>00</sup> 00 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: lot No Four (4) in Block Seventeen (17) in Lane Place addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 12 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 owner s 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 One hundred and two 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Mary E and Moses E Murdock to the said part 2 of the second part: payable in full on two years from date at The Lawrence National Bank of Lawrence Kansas with interest at the rate of eight (8) per cent 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Mary & Murdock his 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.

Mar. E. Murdoch

Signed and delivered in presence of

Mary E. Murdock (SEAL.)

M. E. Murdock (SEAL.)

(SEAL.)

\_\_\_\_\_ (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered, That on this - 9 - day of - June - A. D. 1890, before me  
Alfred Whitman a Notary Public in and for the State of  
 State, came Mary E. Murdock and Moses S. Murdock her husband  
 \_\_\_\_\_ 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 - 19 - 1891

Alfred Whitman  
Notary Public.

Recorded July 15 A. D. 1890, at 11 o'clock A-M.

James Brooks  
Register of Deeds.

[illegible]

The following is enclosed on the original instrument  
The writer herein described having been paid in full, this postage is hereby released, and its lieu  
thereby, created discharges. As witness my hand, this 12 day of March A. D. 1894