

MORTGAGE-RECORD

P. E. Foley, Clerk of the County of Douglas, Kansas.

This Indenture, Made this 1st day of Sept in the year of our Lord one thousand eight hundred and eighty Ninety between E. Dallas a single man of Baldwin in the County of Douglas and State of Kans of the first part, and J. W. Taylor of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred & 00 DOLLARS, to him 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 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 West Thirty (30) feet of Lot No One Hundred and Twenty Six (126) and the East Twenty (20) feet of Lot No One Hundred and Twenty Eight (128) on High Street in Baldwin City, Kans

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

do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indecisable estate of inheritance therein free and clear of all incumbrances. The conditions of this mortgage are such that if the party of first part shall pay or cause to be paid a certain mortgage of 200 dollars at interest date Jan 14, 1892 for 8 years made by E. Dallas and wife L. B. Dally on the 2nd lot No 126 and all of lot 128 in Baldwin City, Kansas in addition to the mortgage and note secured hereby shall be null and void, not to be paid to remain in full force and effect. This grant is intended as a Mortgage to secure the payment of the sum of

Two Hundred (200) Dollars according to the terms of One certain promissory note this day executed and delivered by the said E. Dallas to the said party of the second part: Due on Jan 14, 1892 with interest at the rate of 10% payable on the 1st day of Jan and July each year

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. Dallas 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

E. Dallas (SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 1st day of Sept, A. D. 18 90, before me, a Justice of the Peace, a Notary Public in and for said County and State, came E. Dallas a single man

known to me personally 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 18

W. Bristow

Recorded Sept 12 A. D. 18 90, at 5³⁰ o'clock A-M

Justice of the Peace

James Brooks Reg. Uter of Deeds

The following is indorsed on the original instrument -
The notes herein described having been paid in full this mortgage is hereby released and the same hereby canceled and discharged. As witness my hand this 7th day of Sep. A. D. 1891.
J. W. Taylor
Recorder of Deeds