

MORTGAGE-RECORD

P. S. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 11th day of June in the year of our Lord one thousand eight hundred and ninety between Cluster & Dallas an unmarried man of Baldwin in the County of Douglas and State of Kansas of the first part, and J. V. Schuchly of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred and Twenty Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Beginning at a Point 1 1/2 feet East of the Southwest corner of Lot 1 on High Street in Baldwin City, Kang, thence North 116 feet, thence East 116 1/2 feet, thence North 74 feet, thence East 34 feet, thence South 110 feet, thence West 70 1/2 feet to the place of beginning, this grant being intended to contain and convey an undivided One Half interest in the above described property

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Cluster & 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 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 Four hundred and Twenty Five (\$25) Dollars according to the terms of one certain Note this day executed and delivered by the said C. E. Dallas to the said party of the second part: Due in One year from June 11, 1890, with interest thereon at the rate of Ten per cent 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 C. 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

Cluster E. Dallas (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 10 day of September, A. D. 1890, before me, Joseph Pittman, a Notary Public in and for said County and State, came Cluster E. Dallas

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 Sept - 17 - A. D. 1890, at 5 o'clock PM.

James Brooks
Reg. U.S. of Deeds

The following is indorsed on the original instrument:
The parties herein described having been paid in full the mortgage is hereby released and the lien hereby created is discharged.
Attest July 24th 1890
J. V. Schuchly
Register of Deeds