

This Indenture, Made this first day of October in the year of our Lord one thousand eight hundred and eighty ninety between Sanford S. Courtney and Searcy Courtney, his wife of Sawrence in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred and Fifty 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. Fifty eight (58) on New York Street in the City of Lawrence, being the homestead of the said parties of the first part who agree to maintain, during the continuance of this loan, insurance upon the buildings thereon, to the amount of One Thousand Dollars for benefit of said party of the second part, his heirs or assigns,

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 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred and Fifty Dollars

according to the terms of five certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: one note of \$50 due March 1, 1891, and five notes of \$100 each, due respectively more, two, three, four and five years from date, with interest after maturity or default at the rate of 10% per annum, the interest from date to maturity or default being evidenced by separate attached to said note 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 parties of the first part, their 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.

Signed and delivered in presence of

Sanford S. Courtney (SEAL.)

Searcy Courtney (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 1st day of October, A. D. 1890, before me, D. S. Headley, a Notary Public in and for said County and State, came Sanford S. Courtney and Searcy Courtney, his wife 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 March 7<sup>th</sup> 1892.

D. S. Headley

Notary Public.

Recorded Oct. 2<sup>nd</sup> A. D. 1890, at 4<sup>25</sup> o'clock P. M.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument  
The notes herein described, having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. As witness my hand this 5<sup>th</sup> day of Oct. A.D. 1893.  
W. C. Beardsley  
Recorded Oct. 11th 1893 James Brooks  
Register of Deeds