

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 2nd day of October in the year of our Lord one thousand eight hundred and eighty ninty between Samuel A. Ballentine and Mary A. Ballentine his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary Louisa Shannon of Madison Ind. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500) 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: The West half of the West half of the South West Quarter of the South East Quarter of Section No One (1) in Township No. Thirteen (13) South of Range No Nineteen (19) East of the 6th P.M. Kansas containing 2 1/2 acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel A. Ballentine and Mary A. Ballentine do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said First Parties to the said party of the second part: Payable in two years after date with interest at 7% 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 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 Samuel A. Ballentine 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.

Signed and delivered in presence of

L. A. Steele

Samuel A. Ballentine (SEAL.)

Mary A. Ballentine (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 2nd day of October, A. D. 18 90, before me, L. A. Steele, a Notary Public in and for said County and State, came Samuel A. Ballentine and Mary A. Ballentine his wife to me personally known to be the same persons 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 12 - 18 - 1894.

L. A. Steele

Notary Public.

Recorded Oct 9 A. D. 18 90, at 5 40 o'clock P. M.

James Brooks

Reg. later of Deeds

This mortgage is in accordance with equal payment plan. The title herein described having been paid in full this mortgage is hereby released and the lien thereon is hereby discharged. Witness my hand this 27th day of Oct. 1892. Recorded Oct 27, 1892 at 10 45 o'clock AM. James Brooks Notary of Deeds. Mary Louisa Shannon of Madison Ind. My commission expires July 12 - 18 - 1894.