MORTGAGE RECORD

P. F. Foley, Blank Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this 21st day of October in the year of our Lord one thousand eight hundred and eighty-ninety between John W. Junkins and Jennie E. Junkins his wife of in the County of Douglas and State of Kansas, of the first part, and W. C. Beardsley, of Auburn, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventeen hundred 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: 50 acres of the North end of that portion of the South West fractional ¼ of Section No. 23 in Township No. 14 South, of Range No. 20 East of the 6th P. M. lying East of the West boundary line of the Shawnee Reservation and 10 acres being the same described as the North 5 acres of the W. 10 rods of the E. ½ of the E. ½ of each insurance of $200 to be maintained thereon for benefit of said party during existence of the loan, and the South East ¼ of Section No. 23 in Township No. 14 South, of Range No. 20 East of the 6th P. M. containing 160 acres, subject to mortgage to W. Kincheir for $600, recorded Aug. 31, 1887 in Book 13 page 540 subject also to mortgage of $700 to Lawrence J. Schweller, recorded Oct. 1887 in Book 21 page 95, and last named parcel being the homestead of the said parties of the first part

(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 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, save as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of said party, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

This grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred Dollars according to the terms of two 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 of $800 due in one year from date, and one of $900 due in five years from date, with interest from maturity, or default until paid, at the rate of ten per cent per annum the interest from date to maturity, or default being evidenced by coupons attached to said notes, 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

J. W. Junkins (SEAL.)
Jennie E. Junkins (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of October A. D. 1890, before me, F. E. Benson a Notary Public in and for said County and State, came John W. Junkins and Jennie E. Junkins his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

L. S.

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 Jany 20th 1891. F. E. Benson Notary Public.

Recorded Oct 21 A. D. 1890, at 11 o'clock M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
Also this mortgage is hereby released and discharged.
Recorded Sept 14 1900 — E. Hopman Register of Deeds — By Ollie B. Schwand Deputy
(Assigned see Book 31 Page 575)
Geo. F. Linsdale