

MORTGAGE RECORD

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

This Indenture, Made this Twentieth day of October in the year of our Lord one thousand eight hundred and eighty ninety between James L. DeLeon of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary S. Chamberlin of Marblehead Mass of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred 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 her 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 One hundred and three (103) and one hundred and seven (107) in Indiana Street in Baldwin City, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James L. DeLeon 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 Dollars according to the terms of certain Promissory Note and Deed on this day executed and delivered by the said James L. DeLeon to the said party of the second part: The party of the first part agrees to keep the said premises insured in some good company in favor of said Mortgage in the sum of Eight Hundred Dollars

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 or 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 or 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 James L. DeLeon or his 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

John M. Newlin

James L. DeLeon (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

As it Remembers, That on this 25 day of Oct, A. D. 18 90, before me, John M. Newlin, a Notary Public in and for said County and State, came James L. DeLeon

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, April 25 18 91.Recorded Oct 28 A. D. 18 90, at 2 o'clock P. M.

Notary Public.

James B. Smith
Org. letter of Deeds

The Note herein detached having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

Witness my hand, this 24th day of October 1893.

Mary S. Chamberlin

John M. Newlin

James L. DeLeon

Notary Public

