

MORTGAGE RECORD

P. T. Foley, Book Manufacturer, Law Center, Kansas

This Indenture, Made this 24th day of October in the year of our Lord one thousand eight hundred and eighty-nine, between Cluster S. Dallas a single man of Baldwin City in the County of Douglas and State of Kansas of the first part, and Wm. P. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 thirty feet of lot No One Hundred and Twenty six (126) and the East twenty feet of lot No One Hundred and Twenty eight (128), on North Street in Baldwin City,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth 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 save a prior mortgage of Three hundred Dollars to said William P. Sinclair and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, 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 Twenty Dollars according to the terms of 10 certain mortgage notes made this day executed and delivered by the said party of the first part to the said party of the second part: payable as follows: Three Dollars on the 24th day of April and October in each year until said sum of Twenty Dollars is fully paid with interest after maturity or default 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 party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Cluster S. Dallas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24th day of October, A. D. 1892, before me, _____, a Notary Public in and for said County and State, came Cluster S. Dallas a single man

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 6 - 1892.Recorded Oct - 24 A. D. 1892, at 2 o'clock P. M.

Joseph E. Riggs, Notary Public.

James Brooks, Reg. Sec. of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 14th day of Nov. 1891.

Witness
James Brooks
Register of Deeds