

MORTGAGE RECORD

P. A. Foley, High Book Manufacturer, Lawrence, Kans.

This Indenture, Made this eight day of October in the year of our Lord one thousand eight hundred and eighty eighty between Daniel Gellars and Eliza Gellars his wife of Decatur in the County of Douglas and State of Kansas of the first part, and Jacob Baughman of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four 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: Begin at the southwest corner of the northeast quarter of Section three (3) in Township twelve (12) Range eighteen (18) and running thence North four hundred and ninety four and one fifth (494 1/5) feet thence east one hundred and four (104) feet thence south one hundred and fifty five (165) feet and one fifth thence west one hundred and fifty nine and one half (159 1/2) feet thence north one hundred and ninety (190) feet thence east one hundred and fifty six (156) feet thence south one hundred and ninety (190) feet thence east one hundred and fifty six (156) feet thence north one hundred and ninety (190) feet thence east one hundred and fifty six (156) feet to the place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said — Daniel Gellars and Eliza Gellars his wife 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 four hundred dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Daniel Gellars to the said party of the second part: calling for four hundred dollars due on or before four years after date and bearing interest from date at the rate of 5 per cent per annum payable 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 Daniel Gellars and Eliza Gellars heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of
Daniel Gellars (SEAL.)
Eliza Gellars (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5 day of October, A. D. 1892, before me, J. A. Brubaker, a Notary Public in and for said County and State, came Daniel Gellars and 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 Jan - 7 1892. J. A. Brubaker Notary Public.
Recorded Nov - 3 A. D. 1892, at 12 o'clock P. M.

James Brubaker
Notary Public.

In consideration of full payment of the within mortgage I hereby release the same this 6 day of June 1892
Jacob Baughman
Notary Public

