

Mortgages from the James Stanley Emery Collection

Mortgages from the James Stanley Emery collection. James Stanley Emery was born in Franklin County, Maine in 1826. Educated at Waterville College, he was admitted to the bar in New York in 1854. He was involved with the New England Emigrant Aid Company, coming to Kansas with the second party of immigrants, and generally in free state activities in Kansas to ensure that it became an anti-slavery state when it entered the Union. Through the following years, he worked in numerous states for the cause. Emery was a member of the Leavenworth constitutional convention and served on the Kansas Legislature in 1862 and 1863. He was a lawyer and worked as a journalist for the New York Daily Times. President Abraham Lincoln appointed Emery U.S. District Attorney for Kansas in 1864. In 1891 he was president of the Kansas State Historical Society. Emery died in Lawrence in 1899.

Creator: Emery, James S., 1826-1899

Date: 1859-1899

Callnumber: James Stanley Emery Coll. #339, Box 2 Folder 3

KSHS Identifier: DaRT ID: 440224

Item Identifier: 440224

www.kansasmemory.org/item/440224

KANSAS
HISTORICAL
SOCIETY

Mortgages from the James Stanley Emery Collection

Oct 31, 1859

MORTGAGE. Printed and sold at the Lawrence Republican office.

This Indenture, Made this thirty first day of October
in the year of our Lord one thousand eight hundred and fifty-nine, between William B. Robinson his wife Mary J. B. Robinson
of Douglas County, Kansas Territory of
the first part, and Geo. W. Kenney
of Lawrence, State of Missouri of the second part,
Witnesseth, That the said party of the first part, for and in consideration of the sum of
Eighty eight & 00/100 Dollars,
the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, release, convey and confirm unto
the said party of the second part, and to his heirs and assigns, forever, all the following described
land, situated in Douglas County Kansas Territory, to wit:
The East half of the North West fractional Quarter
of Section No. Thirty (30) in Township No. Twelve (12)
of Range No. Eighteen (18) containing Sixty six acres,
together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise
appertaining, both in law and equity.

This Grant Is intended as a MORTGAGE to secure the payment of the sum of Eighty
eight dollars and eighty cents due and payable
in one year from the date hereof with interest after
maturity until the same is paid at the rate of
four per cent per month

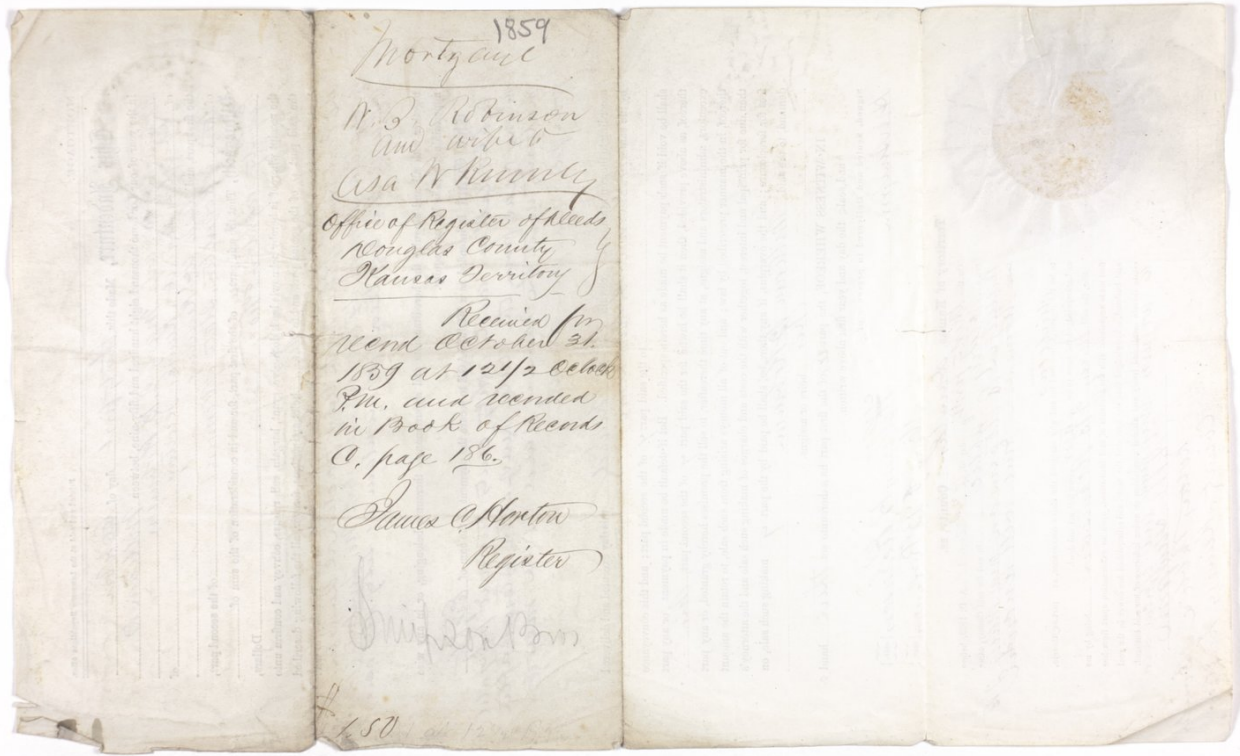
according to the condition of a certain note of hand this day executed and delivered
by the said William B. Robinson
to the said party of the second part; and this conveyance
shall be void if such payment be made as herein specified. But if default be made in payment, or any part
thereof, as above provided, then it shall be lawful for the said party of the second part, his
executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part
thereof, in the manner prescribed by law; and out of all moneys arising from such sale, to retain the amount
then due for principal and interest, together with the costs and charges of making such sale and the attorney's
fees for foreclosure; and the overplus, if any there be, shall be paid by the party making such sale, on
demand, to the said William B. Robinson
his heirs or assigns.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand
and seals the day and year first above written.

Signed, Sealed and Delivered in presence of
Geo. W. Kenney William B. Robinson Mary J. B. Robinson

Territory of Kansas, Douglas County, ss.
On this thirty first day of October A. D. 1859, before
me, a Notary Public in and for said County, came
William B. Robinson and Mary J. B. Robinson
known to me to be the persons described in, and who executed the above conveyance, as part thereto,
and acknowledged the same to be their own free act and deed.
She, the said Mary J. B. Robinson being by me
first made acquainted with the contents of said instrument, upon an examination apart from her
said husband, acknowledged that she executed the same, and relinquished her dower in the real
estate therein mentioned freely and without compulsion or undue influence of her said husband.
As witness my hand and official seal
Geo. W. Kenney
Notary Public of Douglas
County, Kansas Territory

Mortgages from the James Stanley Emery Collection





Mortgages from the James Stanley Emery Collection

May 18, 1859

MORTGAGE. Printed and for sale at the Lawrence Republican office.

This Indenture, Made this eighteenth day of May
in the year of our Lord one thousand eight hundred and fifty-nine, between Ira Emery and
Sarah Emery his wife
of the County of Fraughtlin and State of Maine of
the first part, and Samuel B. Clark of the second part,
of Douglas County, Territory of Kansas, State of Kansas

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of
Six hundred eighty two and 44/100 dollars,
the receipt whereof is hereby acknowledged, doth give, grant, bargain, sell, release, convey and confirm unto
the said part 2d of the second part, and to his heirs and assigns, forever, all the following described
land, situated in Douglas County, Kansas Territory, containing
as follows: Beginning at the North East Corner of the South West
Quarter of Section No. Thirty six, in Township No. Twelve of Range No.
Nine, Tenth, Thence running West eighty rods; thence South eighty rods, thence
East eighty rods, thence North eighty rods, to the place of beginning. Containing
one forty acres
together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise
appertaining, both in law and equity.

This Grant is intended as a MORTGAGE to secure the payment of the sum of Six hundred
eighty two dollars and forty four cents due & payable in
6 months from the date hereof with interest of ten
percent until the same is paid at the rate of Three
and a half per cent per month


according to the condition of a certain Note of hand this day executed and delivered
by the said James S. Emery
to the said part 2d of the second part; and this conveyance
shall be void if such payment be made as herein specified. But if default be made in payment or any part
thereof, as above provided, then it shall be lawful for the said part 2d 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; and out of all moneys arising from such sale, to retain the amount
then due for principal and interest, together with the costs and charges of making such sale and the attorney's
fees for foreclosure; and the overplus, if any there be, shall be paid by the part 2d making such sale, on
demand, to the said Ira Emery and Sarah Emery his wife
then heirs or assigns.

IN WITNESS WHEREOF, the part 1st of the first part has hereunto set their hands
and seal 5 the day and year first above written. Ira Emery by his attorney in fact
Signed, Sealed and Delivered in presence of Samuel B. Clark Seal
H. L. Simpson Seal
W. S. Boardman Seal

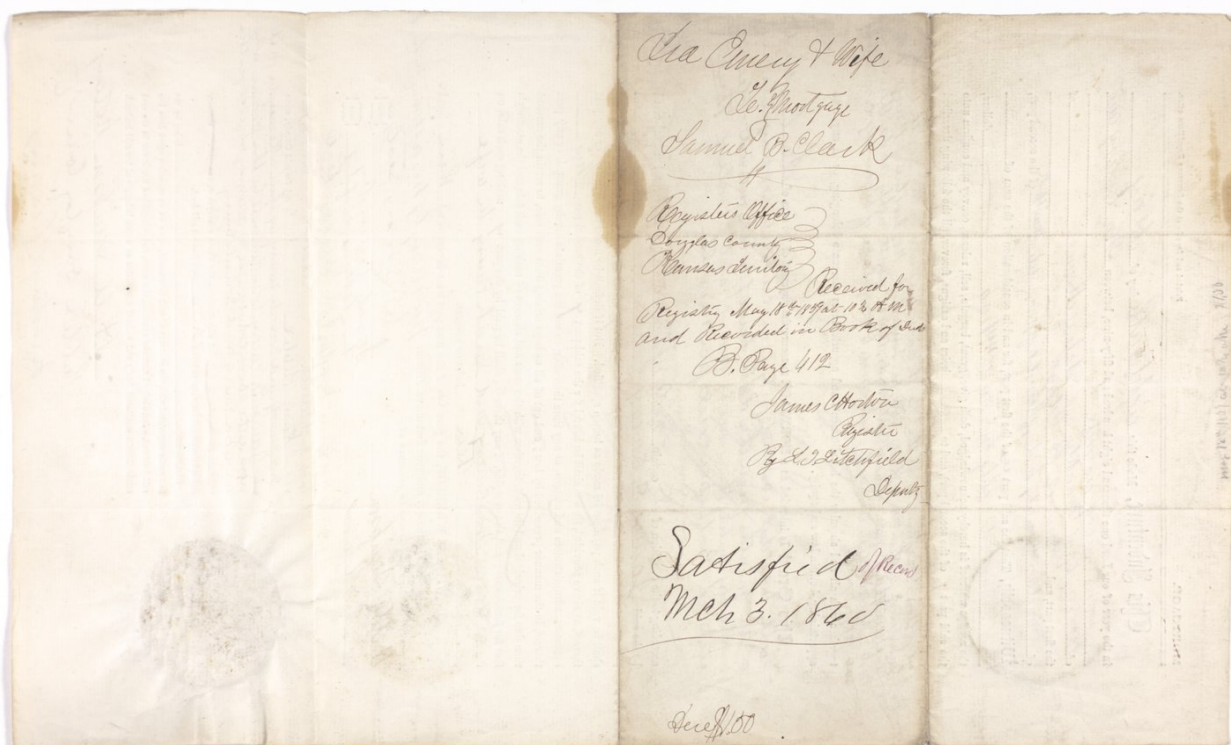
Territory of Kansas, Douglas County, ss.
On this eighteenth day of May A. D. 1859, before
me, a Notary Public in and for said County, came
Ira Emery and Sarah Emery by their attorney in fact
James S. Emery, to be known to be the person who
signing the above conveyance as attorney in fact for the
said Ira Emery and Sarah Emery
to be the person described in and who executed the above conveyance, as part thereof,
and acknowledged the same to be their own free act and deed.

She, the said Sarah Emery being by me
first made acquainted with the contents of said instrument, upon an examination apart from her
said husband, acknowledged that she executed the same, and relinquished her dower in the real
estate therein mentioned freely and without compulsion or undue influence of her said husband.

H. L. Simpson Notary
Public Douglas County
Territory of Kansas



Mortgages from the James Stanley Emery Collection





Mortgages from the James Stanley Emery Collection

MORTGAGE.

THIS *Indenture*, Made this *twenty fourth* day of *December* in
BETWEEN *John S. Mills an unmarried man* of *Douglas County*
and *Asa W. Kenney* of *Town of Royal*
Witnesseth, That the said part *y* of the first part, for and in consideration of the sum of *One hundred*
of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and
said part *7* of the second part, *his* heirs and assigns, all the following described land, situated in *Douglas*
the North Half and the South West Quarter of the South
Section No. Nineteen in Township No. Fourteen of R
One hundred and sixteen acres more or less
together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, both
This Grant Is intended as a **MORTGAGE**, to secure the payment of the sum of *One hundred*
and payable in one year from the date hereof with
the same paid at the rate of three percent per
according to the conditions of a certain *note of hand* this day executed and delivered by the said *Asa W. Kenney*
to the said part *7* of the second part; and
fied. But if default be made in the payment, or any part thereof, as above provided, then it shall be lawful for the said
any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out
for principal and interest, together with the costs and charges of making such sale, and the attorney's fees for foreclosure,
such sale, on demand, to the said *John S. Mills*
In Witness Whereof, The part *7* of the first part to these presents has hereunto set *his* hand
Sealed and Delivered in presence of
N. M. Simpson
N. A. Simpson
TERRITORY OF KANSAS, } ss.
Douglas COUNTY
On this *twenty fourth* day of *December* in the year one
thousand eight hundred and *fifty nine* before me, the subscriber, a *Notary Public* in
and for said county, personally appeared *John S. Mills*
to me personally known to be the identical person described in, and who executed the above conveyance, and ac-
knowledged the instrument to be *his* own voluntary act and deed. - as witness *my hand*
and Official Seal of Office
N. M. Simpson
Notary Public Douglas
County Territory of Kansas

Mortgages from the James Stanley Emery Collection

Dec 24, 1859.

MORTGAGE.

G. W. Barrow, Notary Public and Commissioner of Deeds for the several States, Territories, Kansas.

fourth day of December in the year of our Lord one thousand eight hundred and fifty nine
men of Douglas County Kansas Territory of the first part,
of town of Royalton, State of Vermont of the second part,
creation of the sum of One hundred forty two Dollars, to him in hand paid by the said part 7
granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the
following described land, situated in Douglas County, Territory of Kansas, being
Quarter of the South West fractional Quarter of
of No. Fourteen of Range No Nineteen containing
or more or less

hereunto belonging, or in anywise appertaining, both in law and equity.
the payment of the sum of One hundred and forty two dollars due
the date hereof with interest after maturity until
three percent per month

this day executed and delivered by the said John J. Mills
to the said part 7 of the second part; and this conveyance shall be void if such payment be made as herein speci-
above provided, then it shall be lawful for the said part 7 of the second part, his executors, administrators or assigns, at
hereof, in the manner prescribed by law; and out of all the moneys arising from such sale, to retain the amount then due
ing such sale, and the attorney's fees for foreclosure, and the overplus, if any there be, shall be paid by the part 7 making
his heirs or assigns.

t to these presents has hereunto set his hand and seal the day and year first above written.

in presence of
one.
now.

John J. Mills

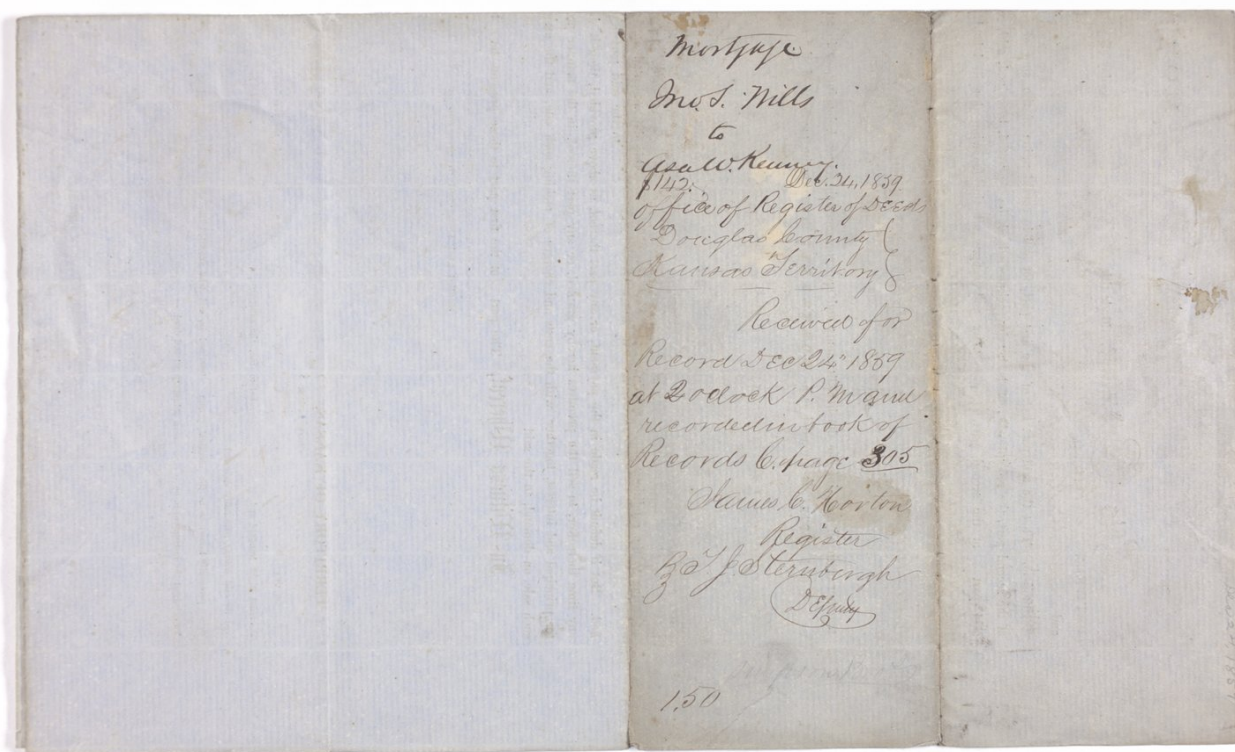
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LS

TERRITORY OF KANSAS, } ss.
COUNTY, }

On day of in the year one thousand eight
hundred and fifty nine, I, the subscriber, a in and for said
persons described in, and who executed the above conveyance and acknow-
luntary act and deed. And she, the said
examination, apart from her said husband, having first been made acquainted with
the acknowledged that she executed the same and relinquished her dower in the real estate
therein without any fear or compulsion of her said husband.

in the year one
Public in
as grantor
ve conveyance, and ac-
up my hand
up to me
i Douglas
Kansas

Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection

Mar. 18, 1865

MORTGAGE.

Printed and Sold at the State Journal Office, Deitler's Building, West St., Lawrence, Kansas.

This Indenture, Made this 18th day of March
in the year of our Lord one thousand eight hundred and sixty five between Benton Smith and Sarah J. Smith
of the town of Lawrence in the county of Douglas
and State of Kansas, of the first part, and E. M. Vermilya of the
same place of the second part, Witnesseth, that the party of the first part, in consideration
of the sum of Three Hundred Dollars Dollars, to them duly paid,
have sold, and by these presents do grant and convey to the said party of the second part
his heirs and assigns forever, all that tract or parcel of land, described as follows, to wit:
The North half and the South West Quarter of the South
East Quarter of Section Four (4) Township Thirteen (13) Range
Nineteen (19) Being One Hundred and twenty one more or
less

with the appurtenances, and all the estate, title and interest, of the said part of the first part
therein.

This Grant is intended as a MORTGAGE, to secure the payment of the sum of Three
Hundred Dollars sixty days from the date hereof.

according to terms of a certain promissory note of this day executed and delivered by the said
Benton Smith
to the said party of the second part; and this conveyance shall be void if such payment be
made as herein specified. But if default be made in said payment or any part thereof, as pro-
vided, then it shall be lawful for the said party of the second part, his executors, admin-
istrators and assigns, at any time thereafter, to sell the premises hereby granted, or any
thereof, in the manner prescribed by law; and out of all the moneys arising from such sale, to
retain the amount then due for principal and interest, together with the costs and charges of
making such sale, and a reasonable attorney's fee for foreclosure; and the overplus, if any there
be, shall be paid by the party making such sale, on demand, to the said Benton
Smith, his heirs or assigns.

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

Signed and Delivered in the Presence of


Benton Smith SEAL
Sarah J. Smith SEAL

State of Kansas, County of Douglas, ss.

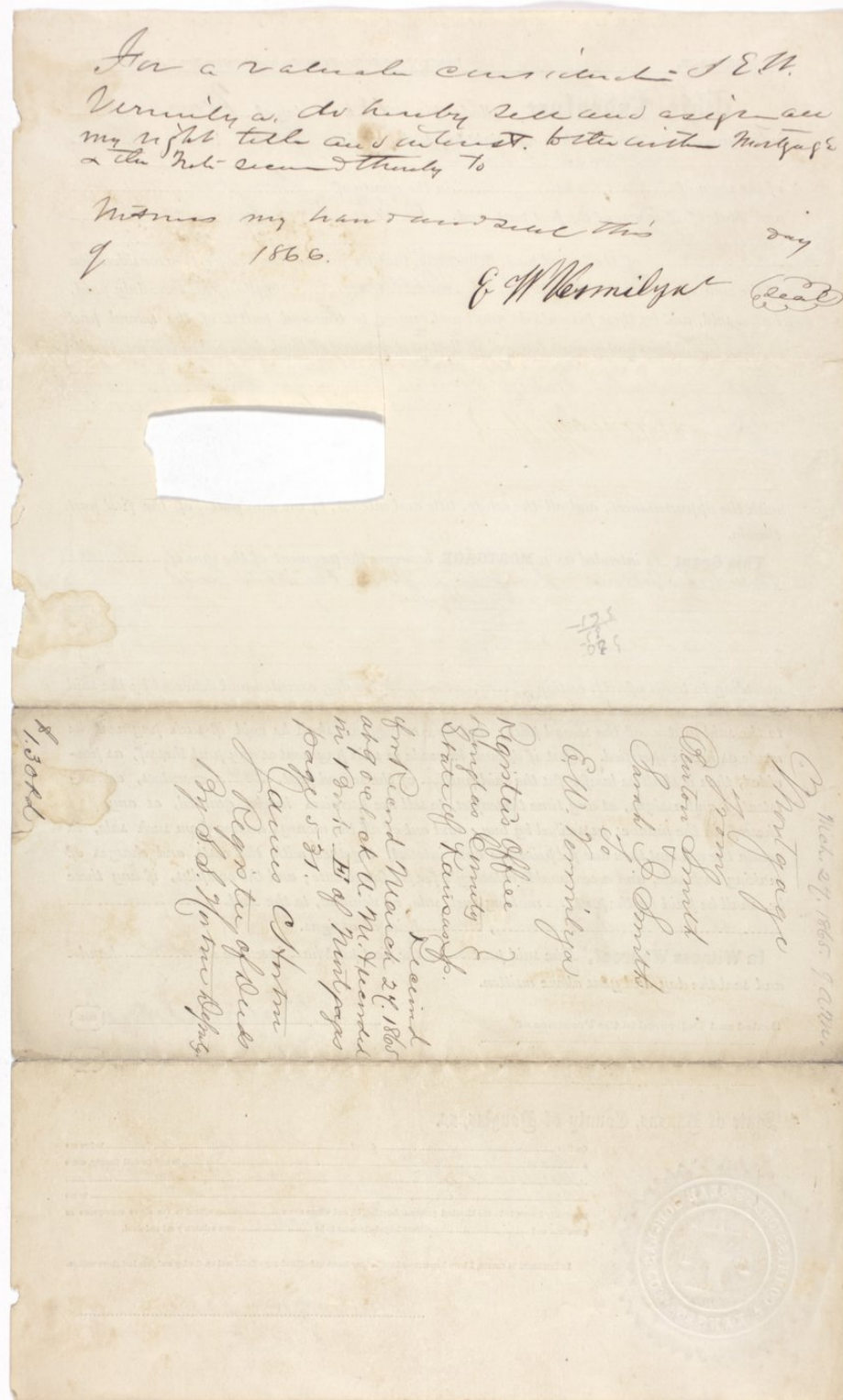
On this Eighteenth day of March 1865 before me
Benton Smith and Sarah J. Smith
Wife personally known to be the identical person or persons described in, and whose name or names are affixed to the above conveyance as
grantor or grantors, acknowledged the same to be their own voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Charles B. Brooks
County Clerk



Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection

Feb. 21, 1870.

This Mortgage, Made and entered into this Twenty - first day
of February in the year one thousand eight hundred and Seventy by
and between Alexander H. Richardson and Mary L. Rich-
ardson his wife of the city of
Lawrence, county of Douglas, and State of Kansas, part 1st of the first part, and the UNION BUILDING
AND SAVINGS ASSOCIATION, of the city and county aforesaid, party of the second part:

Witnesseth, The said parties of the first part, for and in consideration of the sum of
Eight Hundred DOLLARS,
to them in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, have **GRANTED, BARGAINED, SOLD AND CONVEYED**, and by these presents do grant,
bargain, sell and convey unto the said party of the second part, and to their assigns, all of the
following described tract and piece and parcel of land, lying and situate in the county of Douglas
and State of Kansas, to wit: Lots No. seventeen (17) and Eighteen (18) in
Block No. Five (5) in Lane's First Addition
to Lawrence Kansas.

To Have and to Hold the same with all and singular the hereditaments and appurtenances
thereunto belonging unto the party of the second part, and their assigns FOREVER.

Provided Always, and these presents are upon these express conditions: THAT WHEREAS,
the said Alexander H. Richardson a member
of said UNION BUILDING AND SAVINGS ASSOCIATION, has on the Eighteenth
day of February A.D. 1870 obtained a loan from said Association in the sum of
Eight Hundred DOLLARS,
and has this day executed and delivered his promissory note therefor, in writing, to the said party
of the second part, of which the following is a copy, to wit:

\$ 800. LAWRENCE, KANSAS, February 21 1870.
Eight years after date, I promise to pay to the order of the Treasurer of the
UNION BUILDING AND SAVINGS ASSOCIATION, Eight Hundred
Dollars, for value received, with interest thereon
at the rate of one-half of one per cent. per month, payable monthly, on the second Monday of each
and every month, at the office of the Company, Lawrence, Kansas.

Alexander H. Richardson

And has agreed to pay certain dues and fines, according to the C
Corporation.

Mortgages from the James Stanley Emery Collection

Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note and shall also regularly pay the monthly dues or fines assessed against Said Alexan-
der H. Richardson then these presents shall be null and void. But, if said sum of money or any interest thereon, is not paid when the same is due and payable, or if said monthly dues or fines shall not be paid for the period of six months, or the taxes and assessments, general or special, levied against said property, are not paid when the same are payable, and before costs accrue, or if default shall be made in the agreement to keep said premises insured as hereinafter set forth; then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, and the dues and fines owing to said Association, shall and by this Indenture, does immediately become due and payable; but the Board of Directors of said Union Building and Savings Association may at their option, pay or cause to be paid, the said taxes and assessments so due and payable, and charge them against said parties of the first part; but whether they elect to pay such taxes and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall immediately become due and payable; and the said Board of Directors may immediately cause this mortgage to be foreclosed; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part shall be entitled to the possession of the said lands and appurtenances, and all the improvements thereon, and the rents, issues and profits thereof. And the said party of the second part may then, and in any such case, immediately enter into, and upon the lands hereby mortgaged, and all buildings and improvements thereon, and may remove and put off and from said lands, buildings and improvements, all and every person or persons whomsoever, forcibly if necessary, and may have, take and retain possession of said lands and the buildings and improvements thereon, and receive and take the rents, issues and profits thereof. And a failure on the part of the said party of the second part, their representatives or assigns to take advantage of, or to enter into or upon said lands, buildings and improvements, for or upon the happening of any forfeiture or forfeitures, shall not operate as a waiver thereof, and shall not preclude or bar the Corporation from taking advantage thereof on the happening of any other forfeiture or cause for so doing. And the said party of the first part shall and will at their own expense, from this time until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected, and to be erected on said lands, insured to the amount of Five Hundred Dollars, in some responsible Insurance Company, duly authorized to do business in this State, for the benefit of the said party of the second part, and assign the policy or policies thereof to the said party of the second part; and in default thereof the said party of the second part may effect said insurance in its own corporate name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured. And said parties of the first part hereby promise and agree to and with said party of the second part, that in any action that may be brought, for any amount that may be due and unpaid upon said note, or by virtue of any of the provisions of this mortgage, or to enforce, the same, the party of the second part, or their assigns, shall be entitled to and may have recover and receive of and from the said parties of the first part ten per cent. upon the amount due and recoverable at the time payment shall be made, or judgment rendered, as and for fees and compensation of the attorney or attorneys of the party of the second part, or their assigns, for services in such action, and such amount shall be an additional lien upon the property hereby mortgaged, and shall be included in any judgment rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

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

Alexander H. Richardson
Mary L. Richardson

Mortgages from the James Stanley Emery Collection

STATE OF KANSAS, }
County of Douglas. } ss.

Be it Remembered, That on this twelfth - first day of January
A. D. Eighteen hundred and seventy before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came
Alexander H. Richardson
Mary L. Richardson his wife
who are personally known to me to be the same persons who executed the foregoing
instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my Notarial
Seal, the day and year last above written.

Wm. S. Sinclair
Notary Public.

Mortgages from the James Stanley Emery Collection

Feb. 23, 1870. 11/2 av.

MORTGAGE.

Alexander H. Richardson
and wife

TO THE
Union Building and Savings Association.

STATE OF KANSAS, } ss.
Office of Register of Deeds,
DOUGLAS COUNTY.

RECEIVED for Record the *23^d*
day of *February* A.D. 18*70*
at *11 1/2* o'clock *a.m.*, and duly recorded
in Liber *12* of
Mortgages, on Page *249*.

J. J. Horton
Register

2.00 P.

Mortgages from the James Stanley Emery Collection

Dec. 22, 1891

This Mortgage. Made and entered into this Twenty Second day of December in the year one thousand eight hundred and Seventy one by and between Henry Talbot and Emma Talbot his wife of the city of Lawrence, county of Douglas, and State of Kansas, part ies of the first part, and the DOUGLAS COUNTY LOAN AND SAVINGS ASSOCIATION, of the city and county aforesaid, party of the second part:

Witnesseth. The said parties of the first part, for and in consideration of the sum of One Thousand DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have **GRANTED, BARGAINED, SOLD AND CONVEYED**, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to their assigns, all of the following described tract and piece and parcel of land, lying and situate in the county of Douglas and State of Kansas, to wit:

Lots Nos. Eleven (11) and Twelve (12) of Block No. Eleven (11) "Fair Place" said County and State, according to the plat thereof on file in the office of the Register of Deeds said County.

To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging unto the party of the second part, and their assigns FOREVER.

Provided Always, and these presents are upon these express conditions: THAT WHEREAS, the said Henry Talbot a member of said DOUGLAS COUNTY LOAN AND SAVINGS ASSOCIATION, has on the Twenty Second day of December A. D. 1891 obtained a loan from said Association in the sum of One Thousand DOLLARS, and has this day executed and delivered a promissory note therefor, in writing, to the said party of the second part, of which the following is a copy, to wit:

LAWRENCE, KANSAS, December 22nd 1891

\$1000.00 Eight years after date, I promise to pay to the order of the Treasurer of the DOUGLAS COUNTY LOAN AND SAVINGS ASSOCIATION, One Thousand Dollars, for value received, with interest thereon at the rate of one-half of one per cent, per month, payable monthly, on the third Monday of each and every month, at the office of the Company, Lawrence, Kansas.

- Signed -

And has agreed to pay certain dues and fines, according to the Constitution and By-Laws of said Corporation.

Mortgages from the James Stanley Emery Collection

Now, if the said part ^{1st} of the first part shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note and shall also regularly pay the monthly dues or fines assessed against Said Henry Talbot then these presents shall be null and void. But, if said sum of money or any interest thereon, is not paid when the same is due and payable, or if said monthly dues or fines shall not be paid for the period of six months, or the taxes and assessments, general or special, levied against said property, are not paid when the same are payable, and before costs accrue, or if default shall be made in the agreement to keep said premises insured as hereinafter set forth; then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, and the dues and fines owing to said Association, shall and by this Indenture does immediately become due and payable; but the Board of Directors of said Douglas County Loan and Savings Association may at their option, pay or cause to be paid, the said taxes and assessments so due and payable, and charge them against said part ^{1st} of the first part; but whether they elect to pay such taxes and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall immediately become due and payable; and the said Board of Directors may immediately cause this mortgage to be foreclosed; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part shall be entitled to the possession of the said lands and appurtenances, and all the improvements thereon, and the rents, issues and profits thereof. And the said party of the second part may then, and in any such case, immediately enter into and upon the lands hereby mortgaged, and all buildings and improvements thereon, and may remove and put off and from said lands, buildings and improvements, all and every person or persons whomsoever, forcibly if necessary, and may have, take and retain possession of said lands and the buildings and improvements thereon, and receive and take the rents, issues and profits thereof. And a failure on the part of the said party of the second part, their representatives or assigns to take advantage of, or to enter into or upon said lands, buildings and improvements, for or upon the happening of any forfeiture or forfeitures, shall not operate as a waiver thereof, and shall not preclude or bar the Corporation from taking advantage thereof on the happening of any other forfeiture or cause for so doing. And the said ^{parties} of the first part shall and will at ^{their} own expense, from this time until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected, and to be erected on said lands, insured to the amount of One Thousand Dollars in some responsible Insurance Company, duly authorized to do business in this State, for the benefit of the said party of the second part, and assign the policy or policies thereof to the said party of the second part; and in default thereof the said party of the second part may effect said insurance in its own corporate name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured. And said part ^{1st} of the first part hereby promise and agree to and with said party of the second part, that in any action that may be brought, for any amount that may be due and unpaid upon said note, or by virtue of any of the provisions of this mortgage, or to enforce the same, the party of the second part, or their assigns, shall be entitled to and may have, recover and receive of and from the said part ^{1st} of the first part ten per cent. upon the amount due and recoverable at the time payment shall be made, or judgment rendered, as and for fees and compensation of the attorney or attorneys of the party of the second part, or their assigns, for services in such action, and such amount shall be an additional lien upon the property hereby mortgaged, and shall be included in any judgment rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

In testimony whereof The said ^{parties} of the first part have hereunto set their hands, the day and year first above written.

Henry Talbot

James Talbot

Mortgages from the James Stanley Emery Collection

STATE OF KANSAS, } ss.
County of Douglas.

Be it Remembered, That on this Twenty Second day of December
A. D. Eighteen hundred and Seventy one before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came
Henry Talbot and Emma Talbot his
wife
who are personally known to me to be the same person who executed the foregoing
instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my Notarial
Seal the day and year last above written.

James Christian
Notary Public



Mortgages from the James Stanley Emery Collection

Dec. 23. 1871 3 PM

MORTGAGE.

Henry Talbot and wife

TO THE
Douglas County Loan and Savings Association.

STATE OF KANSAS,
Office of Register of Deeds, ss.
DOUGLAS COUNTY.

RECEIVED for Record the 23^d
day of December A. D. 1871
at 3 o'clock P. M., and duly recorded
in Liber 710 of
Mortgages, on Page 27

J. H. Horton
Register.

RIGGS & SINCLAIR,
CONVEYANCERS.

Discharged July 6th
1884
A. E. Cornwall
Register of deeds

The Note hereby secured is fully paid and we
discharge the same and record
this at the Board of Directors.

Dated at Lawrence, Kansas,
22 Feb. 25. 1872
M. B. [Signature]
[Signature]
[Signature]

This discharge to be
recorded when
I may wish

Mortgages from the James Stanley Emery Collection

Oct 21, 1872

The Kansas Insurance Company,
MORTGAGE.

This Indenture, Made this 21st day of October
in the year of our Lord One Thousand Eight Hundred and Seventy Two between
William Martin & Margaret Martin his wife of the first part, and
THE KANSAS INSURANCE COMPANY, of LEAVENWORTH, KANSAS, of the second part,
Witnesseth, That the said part of the first part, for and in consideration of the sum of Seven
Hundred Dollars, to them in
hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,
has granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey
unto the said party of the second part, and to its successors or assigns forever, all of the following described
piece and parcel of land lying and situate in the county of Douglas and State
of Kansas, to wit: The West half of the North East quarter of section
No. four (4) in Township No. fifteen (15) Range twenty
one (21) containing Eighty Acres, more or less
according to Government survey of said quarter
section

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereto belonging,
unto the party of the second part, and to its successors or assigns forever.

Mortgages from the James Stanley Emery Collection

Provided, always, and these presents are upon this express condition: That whereas the said William Martin & Margaret Martin, his wife ha/ve this day executed and delivered their certain promissory note in writing to the party of the second part, of which the following is a copy:

\$700. Laurance, Kas., Oct 21st 1892
Six Months after date we promise to pay to the order of
 The Kansas Insurance Company Seven Hundred Dollars,
 at Simpson's Bank, Kansas, value received, with interest from date
 at the rate of four per cent. per annum, William Martin and
unpaid Margaret Martin
 Now, if the said part^{ies} of the first part shall well and truly pay, or cause to be paid, the said sum of money, in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, then in that case, the whole of said sum and interest shall, and by this Indenture does, immediately become due and payable: or if the taxes and assessments of every nature which are or may be assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part shall be entitled to the possession of the said premises, and all the improvements thereon, and the rents, issues and profits thereof. And the said party of the second part may then, and in any such case, immediately enter into and upon the real estate hereby mortgaged, and all buildings thereon; and may remove and put off and from said property and buildings all and every person or persons whomsoever, forcibly if necessary, and may have, take and retain possession, use, rents and profits of said real estate and buildings thereon. And a failure on the part of the said party of the second part or its representatives or assigns to take advantage of, or to enter into or upon said premises and buildings, for or upon the happening of any forfeiture or forfeitures, shall not preclude or bar it from doing so on the happening of any other forfeiture or cause for so doing. And the said part^{ies} of the first part shall and will, at their own expense, from this time until said note and interest are fully paid off and discharged, keep _____ Dollars insurance upon said property, in some responsible Fire Insurance Company, duly authorized to do business in this State, for the benefit of the said party of the second part, and upon failure so to do, or to renew and keep the same in force, the whole of said sum hereby secured shall immediately become due and payable.

And said part of the first part hereby promise and agree to and with said party of the second part, that ten per cent. upon the amount due on said note at the time of any judgment rendered thereon shall be added to the same and judgment rendered therefor, and said lands shall be sold for the payment thereof, which ten per cent. is as and for attorneys' fees with which to supply the then holders of said note with funds to pay such attorneys as may be employed for the purpose of collecting any amount which may be over due on said note. Appraisal waived


In Testimony Whereof, The said part^{ies} of the first part ha/ve hereunto set their hand and seals, the day and year first above written.

Witness John Charlton William Martin Margaret Martin
Mark

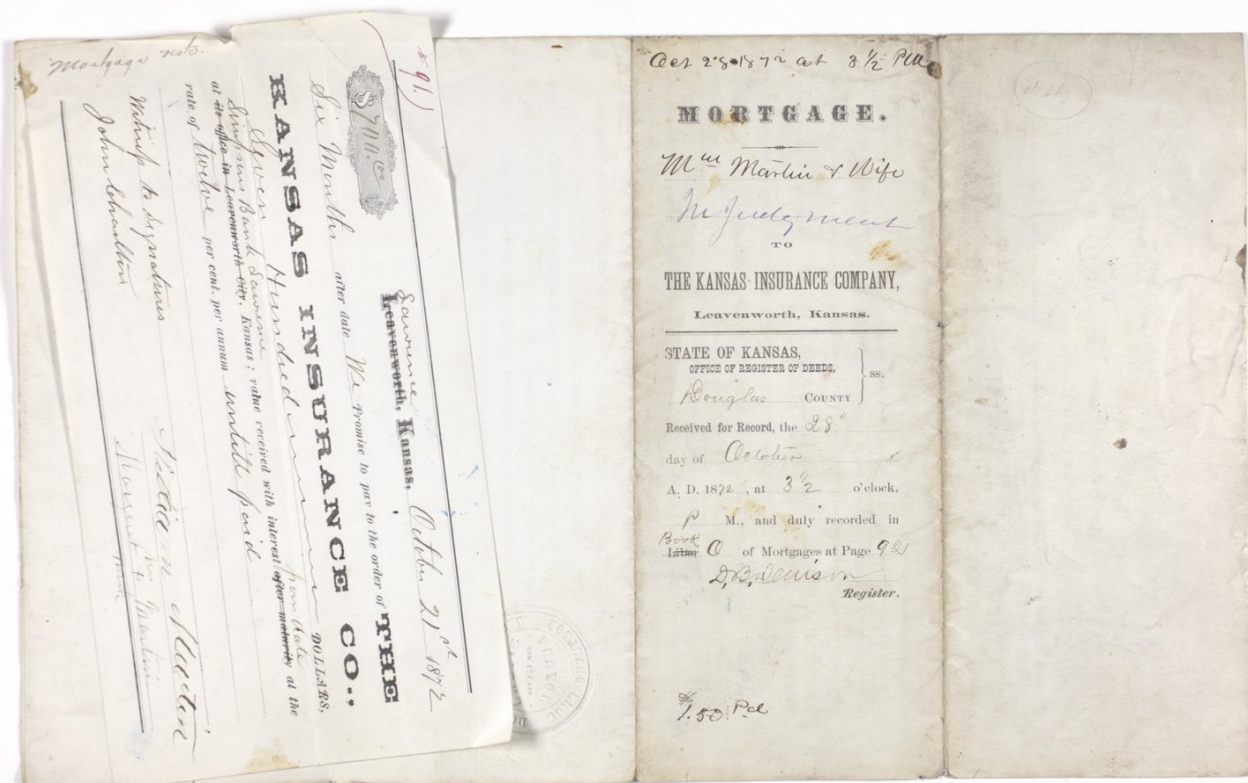


Mortgages from the James Stanley Emery Collection

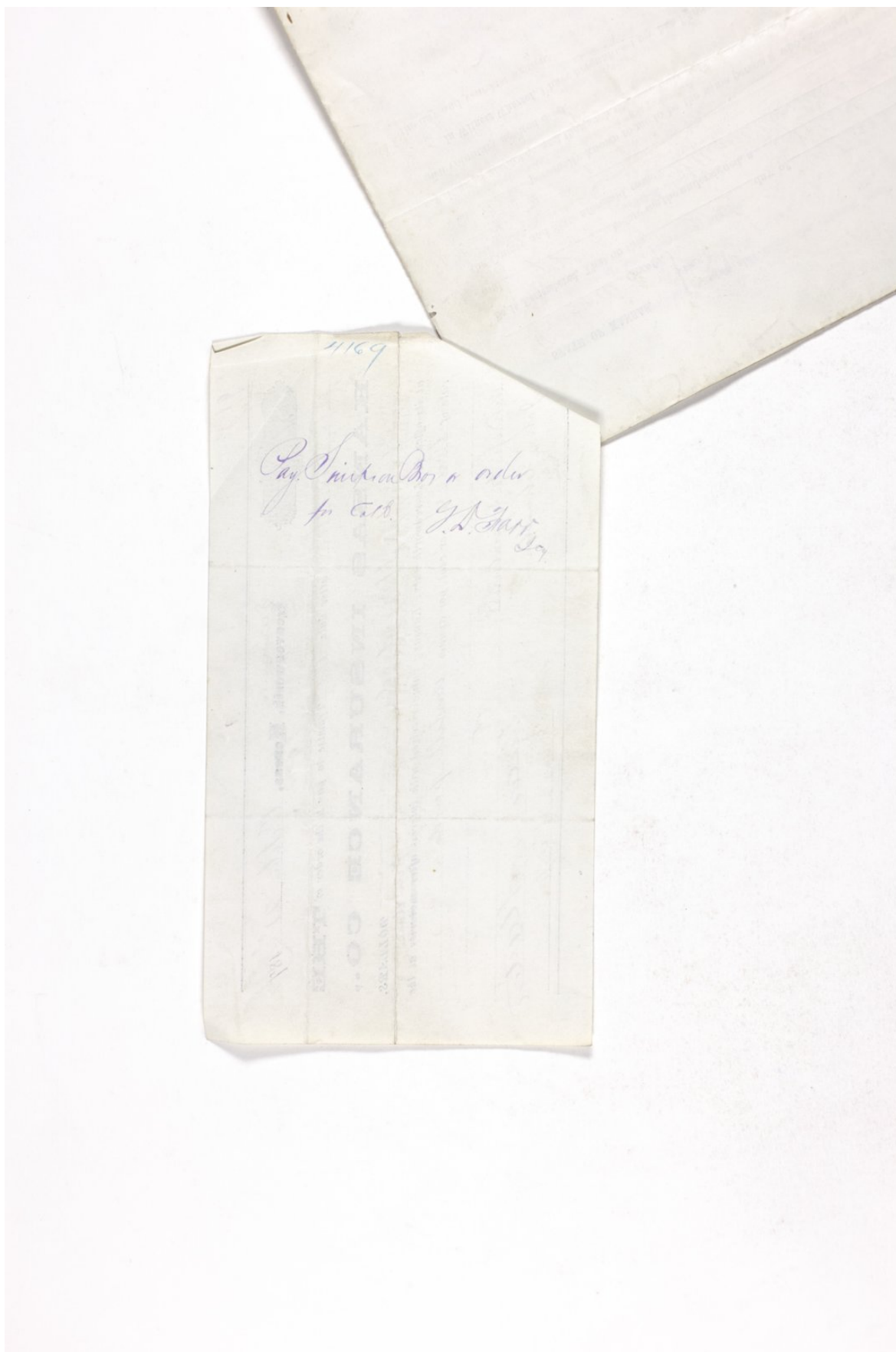
STATE OF KANSAS, }
Douglas County, } ss.
 Be it Remembered, That on this 21st day of October A. D. Eighteen Hundred
 and 72 before me the undersigned, a Notary Public in and for
 the County and State aforesaid, came William Martin & Margaret Martin
his wife
 who are personally known to me to be the same person & who executed the foregoing instrument of
 writing as grantors, and that such person & duly acknowledge the execution of the same to be their
 own voluntary act and deed.
 In Witness Whereof, I have hereunto set my hand and affixed my Official seal
 the day and year last written.
John Chaillon
Notary Public



Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection

Aug 21, 1913

This Indenture, Made this 21st day of August
in the year of our Lord, one thousand eight hundred and seventy-three between
N. N. Carpenter and T. J. Carpenter his wife
of the first part, and The Merchants Paper Collar Company of St. Louis Mo. Co.
of the second part:

Witnesseth, That the said part of the first part, for and in consideration of the sum of two
hundred & seven dollars 95¢, 101st 20/100 Dollars,
to them in hand paid by the said part of the second part, the receipt whereof is hereby
confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell and convey unto the said part of the second part, and to their
heirs and assigns forever, all of the following described piece and parcel of land, lying and situate
in the City of Laurie County of Douglas
and State of Kansas, to wit: Lot 102, 104 & 106 On Louisiana
Street, in said City

~~To Have and to Hold~~ the same, with all and singular the hereditaments and appurtenances thereunto
belonging, unto the part of the second part, and to their successors heirs and assigns forever.
And the said

do hereby covenant and agree that at the delivery hereof they were
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, and that they will WARRANT AND DEFEND
the same in the quiet and peaceable possession of said part of the second part, their successors
heirs and assigns FOREVER, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas the said

justly indebted unto the said Merchants Paper Collar Company of St. Louis Mo. Co.
in the principal sum of Two hundred & seven DOLLARS,
lawful money of the United States of America, being for a loan thereof on the day of the date hereof,

Mortgages from the James Stanley Emery Collection

made by the said

to the said *Merchants Paper Cotton Co Kansas Mo Co*
and secured to be paid by *a* certain promissory note of the said

bearing even date herewith, payable to the order of the
said *Merchants Paper Cotton Co January 1st 1874* from the date thereof at the
State of Kansas Bank, in the city of *Lawrence*
and State of *Kansas*, with interest at the rate of *12* per cent. per annum, from
date, until said principal sum is fully paid, ~~said interest to be paid semi-annually, on the~~
days of *January* and of *July* in each and every year, said several
installments of interest being further specified by *interest notes or coupons of even date*
herewith attached to said note and payable at said
Bank in the city of *Lawrence*

And in and by said promissory note it is agreed that if default be made in the payment of any one
of the installments of interest aforesaid, at the time and place aforesaid, then, at the election of the
legal holder of said note the said principal sum of *Two Hundred Dollars*
DOLLARS shall at once become due and payable, anything thereinbefore contained to the contrary
notwithstanding, such election to be made at any time after the expiration of *ten*
days, without notice.

Now, if the said part of the first part shall well and truly pay, or cause to be paid, the said sum
of money in said note mentioned, with the interest thereon, according to the tenor and effect of said
note, then these presents shall be null and void. But, if said sum of money, or any interest thereon,
is not paid when the same is due and payable, or if any taxes or assessments levied against said
property, are not paid when the same are payable, or if default shall be made in the
agreement to keep said premises insured, as hereinafter set forth; then, in either of these cases,
the whole of said sum mentioned in said note together with the interest thereon, shall and by this
indenture does immediately become due and payable, at the option of the party of the second part
or *their* assigns, to be at any time thereafter exercised without notice to the parties of the first part;
but the legal holder of this mortgage may at *their* option, pay or cause to be paid the said taxes and
assessments so due and payable, and such premiums and charges for insurance, as the mortgagor or
their assigns shall neglect or refuse to pay, as hereinafter set forth, and charge them against said
part of the first part, and the amounts so charged shall be an additional lien upon the said mortgaged
property, and may be enforced and collected in the same manner as the principal debt hereby secured,
together with interest at the rate of *12* per cent. per annum, payable semi-annually, until
fully paid and discharged; but whether the part of the second part elect to pay such taxes, assess-
ments and insurance or not, it is distinctly understood that in all cases of delinquencies as above
enumerated, then, in like manner, the said note, and the whole of said sum shall immediately become
due and payable, and said mortgagee or *their* assigns may immediately cause this mortgage to be
foreclosed, and shall be entitled to the immediate possession of the premises, and the rents, issues
and profits thereof. And the said parties of the first part shall and will at *their* own expense, from
this time until said note and interest, and all liens and charges by virtue hereof, are fully paid off
and discharged, keep the buildings erected and to be erected on said lands, insured to the amount of
Three hundred Dollars
to the satisfaction of the mortgagee or *their* assigns, in some responsible Insurance Company duly
authorized to do business in this State, for the benefit of the parties of the second part and *their*
assigns. And said parties of the first part hereby promise and agree to and with said parties of the
second part, that in any action that may be brought for any amount that may be due and unpaid
upon said note, or by virtue of any of the provisions of this mortgage, or to enforce the same, the
parties of the second part, or *their* assigns, shall be entitled to and may have, recover and receive of
and from the said parties of the first part a reasonable attorney's fee, for services in such action, and
such attorney's fee together with interest at the rate of *12* per cent. per annum, after judgment



Mortgages from the James Stanley Emery Collection

rendered therefor, shall be an additional lien upon the property hereby mortgaged, and shall be included in any judgment rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured. And the said parties of the first part hereby waive all benefits of the stay, valuation, or appraisement laws of the State of Kansas.

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

Signed, Sealed and Delivered in the presence of

H. H. Carpenter

SEAL

A. J. Carpenter

SEAL

SEAL

SEAL

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22nd day of August A. D.

eighteen hundred and seventy four before me, J. A. Bupp

Public a Notary

in and for the County and State aforesaid,

came H. H. Carpenter and A. J. Carpenter

who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

J. A. Bupp
Notary Public



SATISFACTION OF MORTGAGE.
 Upon all whom these presents, that I
 within named, do hereby acknowledge complete
 satisfaction of the debt by the said mortgage secured, and hereby authorize the Register of Deeds,
 County, to discharge the same of record.
 In presence of
 day of
 County, and State of
 A. D. 187
 this the
 day of
 County, and State of
 A. D. 187

MORTGAGE.
 FROM
 OF
 State of Kansas,
 County, } ss.
 This Instrument was filed for Record on
 the..... day of..... A. D.
 18..... at..... o'clock..... M., and duly
 Recorded in book..... of.....
 at page.....
 Aug 22-1875
 To be filed in the office of the
 Register of Deeds, Lawrence, Kansas.
 J. H. Carpenter

ASSIGNMENT OF MORTGAGE.
 Dollars
 For and in consideration of
 to
 in hand paid, the receipt whereof is hereby acknowledged,
 the mortgage
 within named, hereby assign and transfer to
 or assigns the debt by the foregoing mortgage secured, and do hereby assign and transfer to
 the said
 all
 right, title and interest to the lands and tenements in said mortgage mentioned and
 described.
 In witness whereof,
 and seal at
 State of
 this the
 day of
 County, and State of
 A. D. 187
 In the presence of
 ss.

STATE OF KANSAS,
 County of
 ss.
 That on this
 eighteen hundred and seventy
 day of
 before me,
 A. D.
 came
 and for the County and State aforesaid,
 who
 personally known to me to be the same person who executed the
 foregoing instrument of writing, and duly acknowledged the execution of the
 same.
 In witness whereof, I have hereunto set my hand and affixed my official
 seal the day and year last above written.



Mortgages from the James Stanley Emery Collection

MORTGAGE. Printed and sold at the Journal Steam Printing Establishment, Lawrence, Kas.

This Indenture, Made this *thirt* day of *October* in the year of our Lord, one thousand eight hundred and seventy *thun* between *E. E. Lewis & C. C. Lewis his wife* of *Lawrence* in the County of *Douglas* and State of *Kansas*, of the first part, and *E. P. Harris of the same place* of the second part; Witnesseth, That the said *parties* of the first part, in consideration of the sum of *one thousand* DOLLARS, to *thun* duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said *parties* 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: *Lot Number Twenty (20) in Block Seventeen (17) in Subdivisions Enlarged addition to the City of Lawrence County and State of Kansas*

with the appurtenances, and all the estate, title and interest of the said *parties* of the first part therein. This Grant is intended as a Mortgage to secure the payment of the sum of *one thousand* Dollars, according to the terms of *an* certain *note of hand dated November 8th 1872 and this* mortgage is given as additional security the above described lot having been omitted in a mortgage given by the parties of the first part on the *5th day of November 1872* which mortgage was recorded in Book C of Mortgage of Douglas Co Kas at Page 130

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, as provided, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said *parties* 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; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and *one* per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the *parties* making such sale, to the said *E. E. Lewis and C. C. Lewis* heirs or assigns; and for the said consideration, the said *parties* of the first part hereby waive appraisalment of said real estate.

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

Signed, Sealed and Delivered in the Presence of

E. E. Lewis (SEAL)
Cecilia C. Lewis (SEAL)

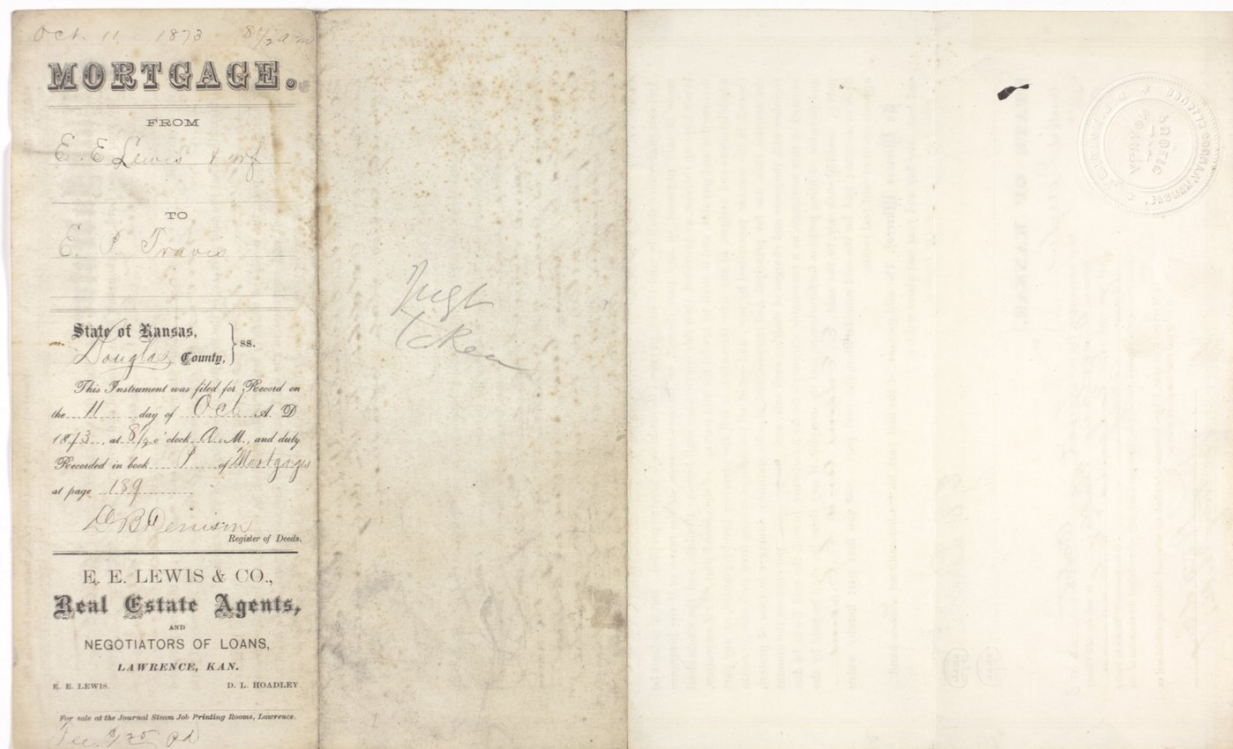
STATE OF KANSAS, ss.
County of *Douglas*

BE IT REMEMBERED, That on this *thirt* day of *October* A.D. 187 *3* before me, a Notary Public in and for said County and State, came *E. E. Lewis & C. C. Lewis 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 subscribed my name and affixed my official seal on the day and year last above written.

D. L. Hoadley
Notary Public

Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection



Mortgages from the James Stanley Emery Collection

17-16 On the 2-15 day of Oct 1873 for value received, I promise to pay to the order of W. H. Davis and J. H. Davis Bank, in the city of Lawrence 280 DOLLARS, the same being for interest due on that day, on note of 280 DOLLARS, and if not paid promptly when due, to draw 12 per cent. interest per annum, until paid. This Interest Note secured by Mortgage Deed, properly stamped and recorded.

No. Carrie C. Davis

Mortgage Note

NEGOTIATED BY

Know all Men by these Presents, That I Emma C of Lawrence in the County of Worth and State of Kansas, for value received, promise to pay to W. H. Davis and J. H. Davis Bank in the city of Lawrence and State of Kansas the principal sum of two hundred and eighty Dollars, with interest at the rate of 12 per cent. per annum, from date, until said principal sum is fully paid, said interest to be paid semi-annually, on the 21st days of April and of Oct in each and every year, said interest payments being further specified and secured by two coupons of even date herewith. And it is expressly agreed that if default be made in the payment of any one of the installments of interest aforesaid, at the time and place aforesaid, then, and in that event, the said principal sum of two hundred and eighty Dollars shall, at the election of the legal holder hereof, at once become and be due and payable, anything hereinbefore contained to the contrary notwithstanding, said election to be made at any time after the expiration of ten days without notice.

Dated at Lawrence in the County of Worth, and State of Kansas, on the 21st day of Oct A. D. 1873

Carrie C. Davis

This Note is one of _____ secured by a mortgage deed from _____ upon property situated in the _____ in the County of _____ and State of _____, stamped and recorded.

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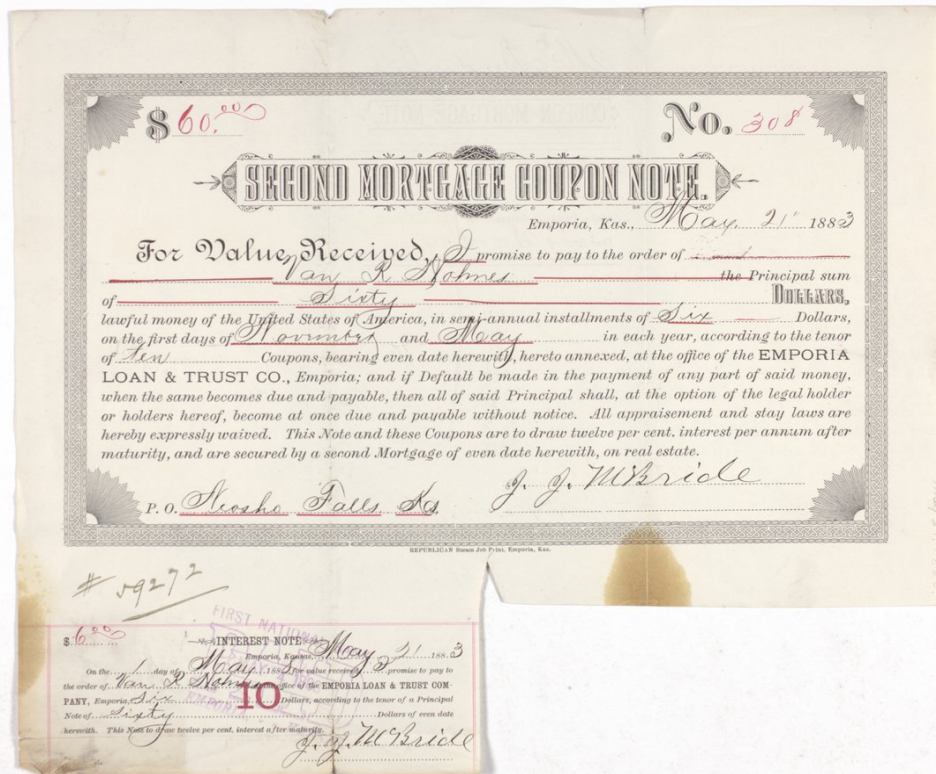
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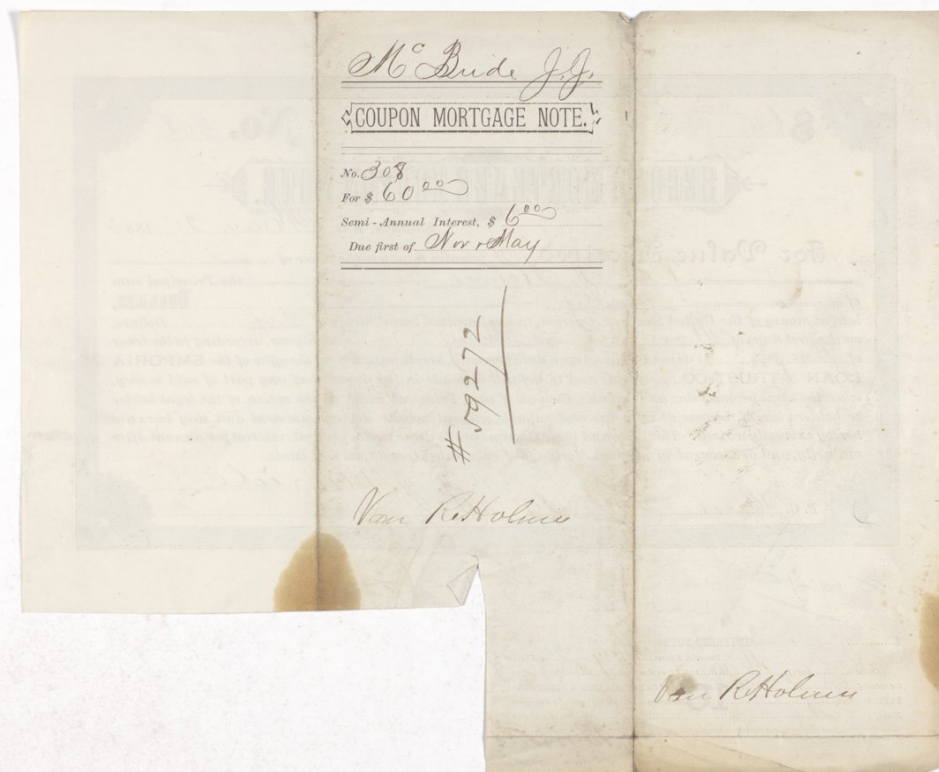
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Mortgages from the James Stanley Emery Collection



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CHattel Mortgage.

Know all Men by These Presents, That Mrs. M. J. Emery (a widow)
of the County of Douglas
and State of Kansas, party of the first part, in consideration of the sum of Fifteen
DOLLARS to him paid
by H. J. Smith, party of the second part, the receipt whereof
is hereby acknowledged, ha... granted, bargained and sold, and by these presents do... grant, bargain and sell
unto said second party, and their executors, administrators and assigns, all of the following articles of personal
property situated in the county of Douglas, and State of Kansas, situated on the
Lot 736 Alabama to-wit:
One Casey cow six years old. Just that weaned
also her heifer calf about four weeks old.
E. O. Lawrence Kansas
J. Minor Roberts

Provided, always, And these presents are upon the express condition that, if said party of the first part
shall pay or cause to be paid unto the said party of the second part, or to their executors, or assigns, the afore-
said sum of Fifteen DOLLARS,
according to the terms of One certain promissory note of even date herewith, and payable three
months after date to, the order of H. J. Smith at the office of H. S. CLARKE,
Lawrence, Kansas, with interest thereon at the rate of ten per cent. per annum, from March
and which note the said part... of the first part hereby agree to pay, then these presents and everything herein contained shall be
void, anything herein contained to the contrary, notwithstanding. And it is hereby mutually covenanted and agreed between the
parties hereto that if default be made in payment of said sum of money, or any part thereof, or the interest thereon, according to
the tenor and effect of said note when the same becomes due and payable, or upon a failure to conform to or comply with any of the
conditions or agreements herein mentioned, then the whole sum of money hereby secured shall, at the option of the legal holder or
holders hereof, become due and payable at once without notice. And it is further agreed that in case of a sale or disposal, or attempt
to sell or dispose of the goods and chattels hereby mortgaged, or a removal of or attempt to remove the same from the county
aforesaid, or an unreasonable depreciation in value, or if from any cause the security shall become inadequate, or the party of
the second part shall deem himself insecure, then and therefor it shall be lawful for the said party of the second part, his
executors, administrators or assigns, or his authorized agent, to enter upon the premises of the said party of the first part, or any
other place or places wherein said goods and chattels aforesaid may be, to remove and dispose of the same and the equity of
redemption of the said party of the first part, or any other part, at public auction or private sale, to the person or persons who shall
offer the highest price for the same, and out of the avails thereof to retain the full amount of said obligation with interest thereon,
according to the conditions thereof, together with all reasonable costs and expenses attending the same, rendering to said party of
the first part or his legal representatives, the surplus money (if any there shall be), anything herein to the contrary notwithstanding.
And until default be made as aforesaid, or until such time as the said party of the second part shall deem himself insecure as aforesaid,
the said party of the first part to continue in the peaceable possession of all the said goods and chattels, all of which, in consideration
thereof, he engages shall be kept in as good condition as the same now is, and taken care of at his expense, and if from any
cause said property shall fail to satisfy said debt and interest aforesaid, said party of the first part hereby agree to pay the deficiency.

In Witness Whereof, The said party of the first part has hereunto set their hands this 9th
day of January, in the year of our Lord eighteen hundred and ninety seven.
Signed, Sealed and Delivered in the Presence of
Mary J. Emery (SEAL)
H. J. Smith (SEAL)

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RENEWAL AFFIDAVIT.

STATE OF KANSAS, _____ COUNTY, SS.

I do solemnly swear that I am one of the within named mortgages, and that the property described in the within mortgage was, on the _____ day of _____ 189____, conveyed to _____ to secure the payment of _____ DOLLARS, on which sum there is yet due and unpaid the sum of _____ DOLLARS.

So help me God.

Subscribed and sworn to before me this _____ day of _____ 189____.

My Commission expires _____ day of _____ 189____.

This affidavit filed this _____ day of _____ 189____ at _____ o'clock _____ M.

Entered in Vol. _____ page _____

Register of Deeds.

AFFIDAVIT OF OWNERSHIP.

STATE OF KANSAS, _____ COUNTY, SS.

To obtain the within credit, _____ being first duly sworn, says that _____ of the property described and included in the within instrument of writing, and that _____ he has full power to sell or mortgage the same and give clear title; and that there are no debts or liens upon said property.

Subscribed to in my presence, and sworn to before me, this _____ day of _____ 189____.

My commission expires _____ 189____.

ASSIGNMENT OF MORTGAGE.

For and in consideration of _____ DOLLARS to _____ in hand paid the receipt whereof is hereby acknowledged, _____ the mortgage _____ within _____ assigns, assigns, and transfers to _____ the within mortgage secured, and do hereby assign, transfer and set over unto the said _____ or assigns, all _____ right, title and interest to the goods in said mortgage mentioned and described.

In Witness Whereof, _____ have hereunto set _____ hand and seal of _____ on this _____ day of _____ A. D. 189____.

Signed, sealed and delivered in the presence of _____ [SEAL]

SATISFACTION OF MORTGAGE.

Know All Men by These Presents, That _____ within named do, hereby acknowledge full payment of the note by the foregoing mortgage secured, and authorize the Register of Deeds of _____ County, Kansas, to discharge the same of record.

In Witness Whereof, _____ hereunto set _____ hand, on this _____ day of _____ 189____.

GHATTEL * MORTGAGE.

FROM _____

[Signature]

Filed and entered in Vol. _____ page _____ 189____.

Register of Deeds.

Filed and entered in Vol. _____ page _____ 189____.

Register of Deeds.

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