

This Indenture Made this Eighth day of March in the year of our Lord one thousand eight hundred and eighty eight between James. B. Dunn and Maggie Dunn his wife of Clinton Township in the County of Douglas and State of Kansas of the first part and Thomas Boyd Jr of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of Seven 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:

The South half ($\frac{1}{2}$) of the North West quarter ($\frac{1}{4}$) of section No twenty (20) in Township No Thirteen (13) South of Range No nineteen (19) East and containing Eight Acres with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said James B. Dunn and Maggie Dunn 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 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 Seven Hundred Dollars (\$700⁰⁰) in one year after date hereof with interest at the rate of Eight (8) per cent per annum payable annually but if not paid when due to draw interest thereafter at the rate of ten (10) percent per annum on the amount then due according to the terms of one certain promissory note this day executed and delivered by the said James B. Dunn and Maggie Dunn 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 such payment or any part thereof or interest thereon or the taxes are not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part or 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 last above written.

Following is endorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 14 day of February, 1890

Thomas Boyd Jr.

Recorded Feb. 14, 1890 at 1:30 o'clock P.M. James Brooks Register of Deeds
A.W. Thompson Deputy