

North Lawrence said North Lawrence being a part of the City of Lawrence in Douglas County with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Dykes and Elizabeth Dykes his wife do hereby covenant and agree that at the delivery hereof the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Twenty five dollars according to the terms of a certain promissory note this day executed and delivered by the said James Dykes and Elizabeth Dykes to the said party of the second part: payable three years after date, to draw eight per cent interest from date, 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 in executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment 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 cost and charges of making sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said James Dykes and Elizabeth Dykes their heirs and assigns.

In Witness whereof, the said parties of the first part, have affixed their hands & sets the day of year first above written.

Given & delivered in witness,

J. H. Howard

Notary Public
State of Kansas
County of Douglas } ss.

Be it Remembered, That on this 7 day of April, A.D. 1881 before me, J. H. Howard a Notary Public in and for said County and State came James Dykes and Elizabeth Dykes 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 set my hand & affixed

Signature of James Dykes, A. D. 1881
Original Instrument.

Mortgage having been fully acknowledged before me
in the presence of the parties of the first part
and acknowledged by them to be their true signatures.

Greenfield

Deed

James Dykes

Elizabeth Dykes

Recorded June 18th 1881 at 3 o'clock P.M. James Brooks Register of Deeds

James ^{his} Dykes [seal]
Elizabeth ^{her} Dykes [seal]