

same place of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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: Lot A in Lincoln's Addition to the City of Lawrence with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 \$500, being for part purchase money of the above premises, with 5% interest per annum according to the terms of six certain mortgage notes this day executed and delivered by the said J. J. Kunkel to the said party of the second part for the sum of Fifty Dollars each, being due respectively on the 15th day of June in 1869, 1870, 1871, 1872, 1873, and 1874, with interest after maturity at 12% 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 tax, or if the incumbrance 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 otherwise not hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the cost & charges of making such sale, and the surplus, if any there be, shall be paid to the party making such sale, or demand, to the said J. J. Kunkel his heirs and assigns.

In testimony whereof the said parties of the first part, have hereunto set their hands & seals the day and year first above written.

J. J. Kunkel (seal)
E. J. Kunkel (seal)

In consideration of full payment of the within mortgage I hereby release the same this 11th day of May, 1896.

Wm. S. Simons

Must H. Carman

Deputy Register of Deeds

The following is indorsed on the original instrument
Known all men by these presents, That I, Lee Case, the person within named, do hereby acknowledge full payment of the note by the foregoing mortgage secured and authenticating the Register of Deeds of the County of Douglas in the City of Lawrence.