

This Indenture, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and eighty nine between A. B. Dulin and Mary Ann Dulin his wife of Leecompton in the County of Douglas and State of Kansas of the first part, and A. H. Hooley of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy five 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: All of Lots Numbered Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in block number Twelve (12) in the City of Leecompton County of Douglas and State of Kansas as according to the plat of said City filed in said County

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 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 Seventy five Dollars

according to the terms of one certain Promissory Note this day executed and delivered by the said A. B. Dulin and Mary Ann Dulin to the said party of the second part:

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 parties of the first part or their 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

A. B. Dulin (SEAL.)

Mary Ann Dulin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19th day of December, A. D. 1889, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came A. B. Dulin and Mary Ann Dulin 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 and affixed my official seal on the day and year last above written.

My commission expires Jan 7 1892.

Recorded Dec 24 A. D. 1889, at 4³⁵ o'clock P—M.

J. H. Bonebrake Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
In consideration of full payment of the money mortgage
I hereby release the same this 24 day of August 1892
at Lawrence Kansas
Recorded August 3rd 1892 James Brooks