

MORTGAGE RECORD

J. T. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 10 day of January in the year of our Lord one thousand eight hundred and eighty Nine between Walter L. Bunn and Jennette P. Bunn his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Jacob H. Bunn of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and thirty three 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 number Twenty (20) in Block number Eight (8) in Series First (1) 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 seized of a good and indecisable estate of inheritance therein free and clear of all incumbrances except a Mortgage for \$600. to the Kansas National Building Association of Lawrence, Kansas

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and thirty three Dollars according to the terms of one certain promissory note this day executed and delivered by the said Walter L. Bunn and Jennette P. Bunn to the said party of the second part: payable in 15 years from date at Lawrence, Kas. with interest at the rate of 5% per annum 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 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 Walter L. Bunn heirs and assigns.

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

Signed and delivered in presence of
Walter L. Bunn (SEAL.)
Jennette P. Bunn (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of January, A. D. 1890, before me, Alfred Whitman, a Notary Public in and for said County and State, came Walter L. Bunn and Jennette P. Bunn his wife to me personally known to be the same person 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 - 19 - 1891. Alfred Whitman Notary Public.
Recorded Jan - 13 - 1890, at 2 o'clock P. M.

James Brooks
Dep. Clerk of Court.

The following is inclosed in the original instrument. The notes herewith described having been paid in full, this mortgage is hereby released and the land hereby created discharged and the mortgage is hereby cancelled. This 29th day of December A.D. 1890 at Lawrence, Kansas. Jacob H. Bunn

