

## MORTGAGE RECORD

P. O. Policy Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 29th day of July in the year of our Lord one thousand eight hundred and eighty ninety between James A. Dick and E. M. Dick, his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Wm. F. Vinclair, of Laurance, Kansas of the second part,

Witnesseth, That the said part ALL of the first part in consideration of the sum of One 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: Lots Nos One Hundred and Nineteen (119), One Hundred and Twenty one (121), One Hundred and Twenty three (123), One Hundred and Twenty five (125), and One Hundred and Twenty seven (127) and the West half of Lot No One Hundred and Twenty nine (129), all on Elm Street in that part of the City of Laurance formerly known as North Laurance

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 save a prior mortgage of One Thousand Dollars to said William F. Vinclair, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of 10 certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part payable as follows: ten Dollars on the 29th day of January and July in each year until said sum of One hundred Dollars is fully paid, with interest after maturity or default at the rate of ten per cent 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 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, 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

J. A. Dick (SEAL.)  
E. M. Dick (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 30th day of July, A. D. 1890, before me, Ken A. Banks a Notary Public in and for said County and State, came James A. Dick and E. M. Dick, 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 Dec 12 1892. Ken A. Banks Notary Public.  
 Recorded Aug 7 A. D. 1890, at 5 o'clock P. M.

James Brooks  
 Reg. Sec. of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 24th day of August 1896  
Wm. F. Vinclair

James Brooks  
Reg. Sec. of Deeds