540 Mayin the year of our \_\_\_\_day of \_\_\_\_ 3-This Indenture, Made this..... This Indenture, Made this \_\_\_\_\_\_ o - between James B Durn and Magges Durn his wefe and State of \_ ACMAN of of the first part, and Tranville yacer. ereale of the second part, 190 Witnesseth, That the said part of the first part in consideration of the sum of -DOLLARS, to tum duly paid, the receipt 2 On shousand. of which is hereby acknowledged, hald sold and by these presents do the grant, bargain, sell and mortgage to the said party ... of the second part UN heirs and assigns forever, all that tract or parcel of land situated in the County of Dopglas and State of Kansas, described as follows, to wit: The Douth half (1/2) of North N 112 quarty (1/4) of Lection Twenty (20) in Lownhip Therein (13) of Range Ninetern (19) Douglas County Ramas Traundle Jager march es. indra sed by Country Construction I have with all the appurtenances, and all the estate, title and interest of the said part/LA\_of the first part therein. And the said che Carties of the First Cartdo -hereby covenant and agree that at the delivery hereof Muy Withe lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances rer che This grant is intended as a Mortgage to secure the payment of the sum of One Moneand Dollard according to the terms of \_\_\_\_\_\_ Ou \_\_\_\_\_ certain-Grownsory Note \_\_\_\_\_\_ this day executed and delivered by the said \_\_\_\_\_\_\_ Gartius of the sust Cart \_\_\_\_\_\_\_ to the said party of the second part: ayable five years after date to order of party of second fart at the Merchants half Bank with pertured thereon according to the terms of caid note i coupons attached 2 The Coloning in 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 part $\gamma$  of the second part.  $\mathcal{W}_{\lambda}$ 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-part-of-the second-partexecutors, 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 Partue of the Tirrt Part thur\_\_\_\_\_\_ heirs and assigns. Twilling upproved to pay \$500° on account of Opincipal money at infirstion of thru your Zhe. In Witness Whereof, The said partills of the first part, hall hereunto set Huin hands and seals the day and year first non 8 above written. James B. Dunn (SEAL.) Signed and delivered in presence of 30 Maggie Durn Nugh Blair ( SEAL. ) ( SEAL. ) ( SEAL. ) STATE OF KANSAS, SS. County of Douglas ....., A. D. 1894, before me - day of - May ----10.09 Be it Remembered. That on this \_ 3"\_\_\_ a Notary Public in and for said County and Nugh Blair\_ state, came games B. Durn and Maggie Dunn his wife \_ 10 to me personally known to be the same persone, 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 ceander л. D. 1894, 11 9<sup>40</sup> - Год. I. Blain and year last above written. My commission expires 78 \_\_ Dur Sulara Pattie. Recorded May \_\_\_\_ 5\_\_\_ ames Brooks