

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Second day of June in the year of our Lord one thousand eight hundred and ninety nine between J. R. Curtis & Melissa Curtis husband & wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred fifty 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 20 & 21 & 22 & 23 & 24 Twenty Two one Twenty Eight Twenty nine of Held & North Lawrence Tract

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. R. Curtis & Melissa 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 Except One (1) Mortgage of Eight hundred dollars, made May 25/1892

This grant is intended as a Mortgage to secure the payment of the sum of One hundred fifty dollars according to the terms of One certain Note this day executed and delivered by the said J. R. Curtis wife to the said party of the second part: E. J. Parker

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said J. R. Curtis 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. R. Curtis (SEAL.)
Melissa Curtis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22 day of June, A. D. 1895, before me, L. S. Steele a Notary Public in and for said County and State, came J. R. Curtis and Melissa Curtis 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 June 18 1896
Recorded June 22 A. D. 1895 at 7 o'clock P M.

L. S. Steele Notary Public.
James Brooke Register of Deeds.

The following is in and on of an the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the said party created discharge
 As Melissa my hand this 5th day of Dec. A.D. 1899.
E. J. Parker
 W. H. Chapman Register of Deeds
 Recorded Dec 5th 1899.