

This Indenture, Made this 29th day of August in the year of our Lord one thousand eight hundred and ninety six between N. P. Dening and Nancy Dening, wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. A. Everett of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and Twenty-five (\$250) 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 Numbers Sixty-seven (67) and Sixty Nine (69) in Block No. Forty-one (41) in that part of the City of Lawrence known as West Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said N. P. Dening and Nancy Dening 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 Three hundred and twenty-five Dollars according to the terms of One certain promissory Note this day executed and delivered by the said N. P. Dening and Nancy Dening to the said party of the second part: Payable three years after date with interest at the rate of ten percent per annum First parties reserve the privilege of paying any part or all of said sum at any six months period from date on giving thirty days notice in writing, 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 N. P. Dening and Nancy Dening 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.

Sealed
Signed and delivered in presence of

N. P. Dening (SEAL.)
Nancy Dening (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 29 day of August, A. D. 1896, before me, L. A. Steele, a Notary Public in and for said County and State, came N. P. Dening and Nancy Dening, 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 June 15, 1898 L. A. Steele Notary Public.
Recorded August 31 A. D. 1896, at 9 o'clock A.M.

James Brooks
Register of Deeds.

The following was indorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged
as witness my hand this 26 day of August A.D. 1898

W. A. Everett

Recorded August 26 1898

L. A. Steele Register of Deeds, Douglas County, Kansas

By J. C. Fisher 