

*Amnia Marvin signed
release - Sept 10th 1902
Bible's 42 Sonman,
Dep. Reg. 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 thereby created thereby
is withdrawn and this 9th day of February A.D. 1899*

*James Marvin
Amnia Marvin
Attest Lucile J. Lyons
Frank L. Peairs*

*Recorded February 14th 1899
K. D. Swann
Register of Deeds
By W. C. Fisher Deputy.*

This Indenture, Made this Second day of November in the year of our Lord one thousand eight hundred and ninety 1899 between J. H. Dick and Elizabeth M. Dick his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and James Marvin and Frank L. Peairs his wife of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 parties of the second part their 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: The parcel or tract of land described as Lot number (40) forty, Kentucky Street Lawrence Kansas according to the plat of said City of Lawrence of record in the office of the Register of Deeds of said Douglas County Kansas

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 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 Seven Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part on account of purchase money.

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 parties of the second part their 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 parties of the second part 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

J. H. Dick M.D. (SEAL)
Elizabeth M. Dick (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 3rd day of November, A. D. 1899, before me, Frank L. Peairs, a Notary Public, in and for said County and State, came J. H. Dick and Elizabeth 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 November 14, 1899 Frank L. Peairs
Recorded Nov 14 A. D. 1899, at 10⁰⁰ o'clock A. M.

Notary Public.

James Brooke
Register of Deeds.

The following was indorsed on the original instrument