

This Indenture, Made this 14th day of August in the year of our Lord one thousand eight hundred and ninety seven between Suey B. Eck, Hattie W. Eck and Charles C. Eck of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and David H. Denley of same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred thirty nine and 9/100 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: Sets Nos One hundred twenty nine (129) and One hundred thirty one (131) both on Elm Street in Block No. Twelve (12) in that part of the City of Lawrence formerly known as North Lawrence

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred thirty nine and 9/100 Dollars being part purchase money of above described premises according to the terms of three certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part for the sum of \$2466 each due respectively on Aug. 1, 1898, Aug. 1, 1899, and Aug. 1, 1900, with interest from Aug. 1, 1897 to maturity at 6% per annum and interest after maturity until paid at 10% per annum interest payable annually 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 therefor, 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 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

Suey B. Eck (SEAL.)
Hattie W. Eck (SEAL.)
Chas. C. Eck (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 14th day of August, A. D. 1897, before me, S. A. Wright, a Notary Public in and for said County and State, came Suey B. Eck, Hattie W. Eck and Charles C. Eck, 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 Nov. 20, 1899 S. A. Wright Notary Public.
Recorded Aug 18 A. D. 1897, at 5 o'clock P M.

James Brooks
Register of Deeds.

For Release See Book 57 Page 130