

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of October in the year of our Lord one thousand eight hundred and ninety ninth between A. N. Dunakin and Dora M. Dunakin his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. E. Wilcox of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 party of the second part her 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: Sol Number Sixty Seven (67) on New York Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said A. N. Dunakin and Dora M. Dunakin, his wife 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars

according to the terms of One certain real estate mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable three years after date with interest in meantime according to coupons attached to said note. It will be reserved however to pay off said note in full at end of two years together with the interest then accrued due and owing 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 her 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 her 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 part is of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

A. N. Dunakin (SEAL.)

Dora M. Dunakin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 13th day of October, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came A. N. Dunakin and Dora M. Dunakin, 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 7th Decr 1897 Hugh Blair Notary Public.

Recorded Oct 13 A. D. 1897, at 5 o'clock P. M.

James Brooks Register of Deeds.

The following is a certified true and correct copy of the original instrument. The state herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 6th day of October A. D. 1900.

Wm. J. Anderson Register of Deeds.

Recorded Oct-10-1900.