

JOURNAL OF THE LAWYER

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety Nine between P. W. Wallace and Martha A. Wallace, wife of Tawmoe in the County of Douglas and State of Kansas of the first part, and Julius Hamnerlaugh & Edward Hamnerlaugh of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Seven Hundred \$ 700- 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 part 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 Lot No. Sixty (60) on Vermont Street in the City of Tawmoe

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said P. W. Wallace and Martha A. Wallace 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 \$ 700-

according to the terms of Seven certain Notes this day executed and delivered by the said P. W. Wallace and Martha A. Wallace to the said part of the second part: \$100 September 1-1900 and \$100 Sept. 1 of each year until \$700 is fully paid, interest at the rate of Six per cent per annum, payable annually, said sum being a part of the purchase price of said premises 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 part 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 part of the second part their 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 part of the second part their sale on demand to the said Oryor Wallace his heirs and assigns.

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

Signed, and delivered in presence of

L. S. SteelsP. W. WallaceMartha A. Wallace

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 8 day of September, A. D. 1899, before me, L. S. Steels, a Notary Public in and for said county and State, came P. W. Wallace and Martha A. Wallace

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 20, 1902 L. S. Steels Notary Public
Recorded September 9 A. D. 1899, at 9:40 o'clock A. M. Tawmoe Kansas

G. D. Searns
Register of Deeds

On Release See Book 44-Page 103