

This Indenture, Made this Fifth day of September in the year of our Lord one thousand eight hundred and ninety nine between A. Dunn (his wife) of Clinton Township in the County of Douglas and State of Kansas of the first part, and Mrs Elizabeth Jones of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand seven hundred DOLLARS, to her 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: The east half of the north west quarter of section no. thirty two (32) in Township no. Thirteen (13) South of Range no. nineteen (19) East. Also the west half (60) acres of the north east quarter of section no. thirty two (32) in Township no. Thirteen (13) South of Range no. nineteen (19) East. Also the north half of the west ten (10) acres of the south east quarter and the north half of the east eleven (11) acres of the south west quarter of section no. thirty two (32) in Township no. Thirteen (13) south of Range no. nineteen (19) East.

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 against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand 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 party of the second part: Said note being given for the sum of One thousand seven hundred dollars, dated this 5th day of September 1899, due and payable in one year from date hereof.

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 of the first part 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

Rev. Stamps 508

John H. Dunn (SEAL.)

Lizzie A. Dunn (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 13th day of September, A. D. 1899, before me, Geo. A. Flory a Notary Public in and for said county and State, came John H. Dunn and Lizzie A. Dunn (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 Feby. 13th 1901 Geo. A. Flory Notary Public.
Recorded Sept 29 A. D. 1899, at 11 o'clock A. M.

G. J. Foxman
Register of Deeds.

The following is endorsed on the original instrument -

Received of John H. Dunn and Lizzie A. Dunn the sum of One thousand seven hundred and no Dollars, in full satisfaction of the within mortgage -

Thos. C. Jones, Register of Deeds

Recorded Oct 12th 1901

G. J. Foxman

Register of Deeds

By Miller B. Somers

Deputy