

JOURNAL CO., LAWYER, KAN.

This Indenture, Made this 17th day of August in the year of our Lord one thousand eight hundred and ninety nine between Alfred Jay and Maria Jay, his wife, of Douglas in the County of Douglas and State of Kansas of the first part, and John Hunter of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Eight Hundred DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: The west half of the north west quarter of section 36 Thirty-one (31) in Township No. Fourteen (4) South, of Range No. Twenty-four (24) East of 10th P.M., containing eighty (80) acres, more or less, and intended to be the homestead of said Grantors.

with all the appurtenances, and all the estate, title and interest of the said part is 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 owner s 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 party of the second part, 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 Eight Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part y of the second part:

Due in five years from September 2, 1897, with interest from date to maturity, or default as evidenced by coupons attached to said note, and interest at the rate of ten per cent per annum until fully paid in cash or by Sheriff's sale to satisfy the debt, together with possession thereof, 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 y 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 part y 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 part y 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, ha ve hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Paul Gardner Alfred Jay (SEAL.)
S. S. Spencer Maria Jay (SEAL.)
STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17th day of August A. D. 1899, before me, J. H. Price a Notary Public in and for said county and State, came Alfred Jay and Maria Jay, his wife, to me personally known to be the same person s 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 Sept. 9th A. D. 1899, at 5 o'clock P. M. J. H. Price Notary Public, Justice of the Peace.

State of Kansas }
County of Douglas } S. S.
J. H. Price a Notary Public in and for said county and State, came Alfred Jay and Maria Jay his wife to me personally known to be the same person s 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.

Recorded Oct. 9th A. D. 1899, at 5 o'clock, P. M.

J. H. Price
Notary Public
Justice of the Peace
St. J. S. Foxman
Register of Deeds.

The following is endorsed on the original instrument: This note is now described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. And it is my hand, this 28th day of August A.D. 1901 - John Hunter

Recorded Aug 28-1901 -
L. B. Johnson
Register of Deeds -
By Billie B. Johnson
Deputy