

This Indenture, Made this 30th day of October in the year of our Lord one thousand eight hundred and ninety nine under the will of Jane Lacroix late of Lecompton in the County of Douglas and State of Kansas of the first part, and J. H. Bonbrake of the same place of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do grant, bargain, sell and mortgage to the said part 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: lots numbered one (1), Two (2), and Three (3), Thirty two (32), Thirty three (33) and Thirty four (34), in Block numbered seventeen (17) and lots numbered Thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), Twenty (20), Twenty one (21) and Twenty two (22), in Block numbered eighteen (18) in the City of Lecompton according to the published plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John Truax (an unmarried man) do he hereby covenant and agree that at the delivery hereof he is the lawful owner 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

Three Hundred Dollars and the interest thereon according to the terms of Three certain promissory notes this day executed and delivered by the said John Truax to the said part of the second part: Each one calling for one hundred Dollars due respectively in one, two and three years from date all growing 7 percent interest per annum 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 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 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of the second part his heirs and assigns.

In Witness Whereof, The said part of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John Truax (SEAL)
Executor and sole heir of the
estate of Jane Lacroix (SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 30th day of October, A. D. 189 9, before me, H. H. Spangler, a Notary Public in and for said county and State, came John Truax an unmarried man to me personally known to be the same person 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. 17, 1902 H. H. Spangler
Recorded Nov. 6th A. D. 189 9, at 7⁵⁰ o'clock P. M. H. H. Spangler Notary Public.

R. H. Bonbrake
Register of Deeds.

The following is a copy of the original instrument known to all men by these presents, that John H. Bonbrake and S. H. Bonbrake his wife of Douglas County, in the State of Kansas, by within named mortgage, in consideration of Three hundred and no Dollars to them in hand paid, the receipt of which is fully acknowledged, do hereby sell, assign, bargain, sell, and mortgage to G. J. May his heirs and assigns, the within mortgage, the real estate conveyed, and the promissory note, debt, and claims thereby secured, and covenants therein contained. To have, and to hold the same forever, subject nevertheless, to the conditions therein explained. In witness whereof the said mortgagors, have hereunto set their hands this 31st day of October 189 9.
J. H. Bonbrake
S. H. Bonbrake

State of Kansas, ss. I, H. H. Spangler, Notary Public in and for said county and State, do hereby certify that the foregoing instrument was duly acknowledged before me and my official seal was duly affixed to the same on the day and year last above written. Witness my hand and seal this 30th day of October 189 9.
H. H. Spangler
Notary Public.