

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety nine between John Sugrue and Bridget Sugrue his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Certitude G. Coukle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The south half of lot number one hundred and thirteen (113), lots number one hundred and fifteen (115), one hundred and seventeen (117), and one hundred and nineteen (119) Delaware Street in the City of Lawrence and the south half of lot number one hundred and thirteen (113), and lots number one hundred and fifteen (115), one hundred and seventeen (117), and one hundred and nineteen (119) Delaware 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 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 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 Four 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 party of the second part: Payable two years after date with interest in meantime according to coupons thereon attached and after maturity or default at rate of 10%

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 part 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

Hugh Blair

John Sugrue (SEAL.)  
Bridget Sugrue (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 1st day of November, A. D. 1899, before me, Hugh Blair a Notary Public in and for said county and State, came John Sugrue and Bridget Sugrue his wife 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 28th Decr. 1901.

Recorded November 17th A. D. 1899, at 4:55 o'clock P. M.

Hugh Blair Notary Public.

G. A. Soxman Register of Deeds.

The following is endorsed on the original instrument -  
 Received of John Sugrue the within named mortgages the sum of four hundred and no Dollars in full satisfaction of the within mortgage -  
 Certified G. Coukle  
 Recorded May 24 - 1901  
 G. A. Soxman  
 Register of Deeds  
 By Billy B. Spurgeon Deputy

