

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this Fourteenth day of February in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Verlin O. Curry and Lennard S. Curry wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Moral J. Ellis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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 number seventy two (72) and the south half (1/2) of lot number seventy one (71) in Sub-division of later Twenty six (26) and Twenty seven (27) Twenty eight (28) Twenty nine (29) and Thirty (30) including lot number ten (10) in that part of the City of Lawrence Kansas known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Verlin O. Curry and Lennard S. Curry 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 One hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Verlin O. Curry and Lennard S. Curry to the said party of the second part: heirs or assigns

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 heirs 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 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 party making such sale on demand to the said Verlin O. Curry, his heirs and assigns.

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

Signed and delivered in presence of

Note stamped according to law

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 14th day of February, A. D. 1890, before me, a Notary Public in and for said county and State, came Verlin O. Curry and Lennard S. Curry 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 13 1902

Recorded February 15 A. D. 1890, at 4:40 o'clock P. M.

Notary Public.

H. J. Doorman  
Register of Deeds.

The following is endorsed on the original instrument -  
If the not herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand this eighteenth day of January A. D. 1902 -  
Moral J. Ellis.

Recorded Jan. 18-1902 -  
H. J. Doorman  
Register of Deeds.  
By Ellis B. Sopman,  
Deputy.