

This Indenture, Made this 18th day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between James B. Dunn and Maggie Dunn his wife of Clinton Township in the County of Douglas and State of Kansas of the first part, and L. W. Todd of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One hundred and seventy six 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 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 The south half (1/2) of north west quarter (1/4) of section Twenty (20) in Township Thirteen (13) of Range Nineteen (19) Douglas County Kansas.

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 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 and seventy six 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 part of the second part: Payable one year after date to order of party of second part with interest at 7% from date until paid semi-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 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 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 making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, ha ve hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

James B. Dunn (SEAL.)

Maggie Dunn (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 18th day of March, A. D. 1899, before me, Jennie Watt, a Notary Public in and for said county and State, came James B. Dunn and Maggie Dunn 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 30th Mch. 1900.

Recorded March 12 A. D. 1899, at 3¹⁵ o'clock P.M.

Jennie Watt
Notary Public.

L. W. Todd
Register of Deeds.

The following is endorsed on the original instrument:
 Recorded May 4 1901 - Received of James B. Dunn and Maggie Dunn the sum of One hundred and seventy six and no/100 Dollars, in full satisfaction of the within mortgage.
 By Billy W. Sorwan Deputy