

JOHN CO., CHAMBERS, KAN.

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Milton R. Hunter and Louise A. Hunter his wife of Lebanon in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 parties 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 north half of the southeast quarter of section twenty six 26, Also the south half of the northeast quarter of said section twenty six 26, Also the east sixty 60 acres of the north half of the northeast quarter of said section twenty six 26, Also beginning at a point forty 40 rods south of the northeast corner of the south west quarter of said section twenty six 26, thence north eighty 80 rods, thence south fifty five 55 rods thence east eighty 80 rods thence north fifty four 54 rods to place of beginning. Also all that part of the east half of the southeast quarter of section twenty three 23 lying south of the Lawrence and Topeka High road, All of the above described lands lying in Township Twelve 12 South of Range Eighteen 18 East of the 6th P. M. and containing two hundred and twenty 220 1/2 acres of land, more or less,

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 Two Thousand dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Milton R. Hunter and Louise A. Hunter to the said parties of the second part: Due on the 5th day of April 1901 with interest thereon from date to maturity or default and evidenced by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid.

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 parties 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 parties 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 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

Res. Stamp 50c

Milton R. Hunter

(SEAL.)

L. H. Correll

Louise A. Hunter

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 6th day of April, A. D. 1899, before me, L. H. Correll, a Notary Public in and for said county and State, came Milton R. Hunter and Louise A. Hunter 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 January 16th 1901

L. H. Correll

Notary Public.

Recorded April 7 A. D. 1899, at 4:05 o'clock P.M.

J. H. Doxman

Register of Deeds.

The following is enclosed on the original instrument Release. The note herein described having been paid in full this Mortgage is hereby Released and the lien hereby created discharged. As witness my hand this 25th day of Sept. A.D. 1903.

Recorded Sept. 25th 1903.
A. W. Gumborg
Register of Deeds.
(For Assignment See Book 39 Page 509)