

JOURNAL CO., LAWYERS, NEW

This Indenture, Made this Eleventh day of April in the year of our Lord one thousand eight hundred and ninety nine hundred between Frank H. Dunkley and his wife Mary C. Dunkley of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank A. Northway of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and twenty five 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 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: Lot one hundred and sixty one (61), in Block fifty five (55) on Main Street in West Lawrence in the City of Lawrence. This mortgage is given for part purchase money of the herein described premises. And said parties of the first part agreed to maintain insurance on the buildings to the amount of Four hundred dollars in favor of the mortgagee or his heirs and assigns during the continuance of this mortgage.

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 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 and twenty five dollars according to the terms of my certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: Eight for forty eight dollars each due in 6, 12, 18, 24, 30, 36, 42 & 48 months and one for forty four dollars due in 54 months, all drawing interest at six per cent per annum from date and payable at Topeka Kansas. 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 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 party 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 party of the first part making such sale on demand to the said Frank H. Dunkley, his 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

Frank H. Dunkley (SEAL.)
Mary C. Dunkley (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } SS.

Be it Remembered, That on this 11th day of April, A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came Frank H. Dunkley who signs his name Frank H. Dunkley and his wife Mary C. Dunkley 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 Nov. 4, 1901Recorded April 11 A. D. 1899, at 4³² o'clock P. M.

James Brooks
 Notary Public.
S. H. Doxman
 Register of Deeds.

The following is Endorsed on the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the lien thereby created is discharged.
 As witness my hand this 10th day of Sept. A.D. 1900.
W. H. Ponder
 Notary Public.
W. H. Ponder
 My Commission Expires
Sept 24, 1902.

Recorded Sept 11th 1900
C. W. Armstrong
 Register of Deeds.