

JOURNAL OF LAWYERS, KANSAS

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Mrs. Hattie Dinary of Lawrence in the County of Douglas and State of Kansas of the first part, and John H. Moore of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Three hundred and seventy DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha~~x~~ sold and by these presents do~~es~~ grant, bargain, sell and mortgage to the said part y 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 No. fifty three (53) Vermont street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do~~es~~ hereby covenant and agree that at the delivery hereof she is 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 Three hundred and seventy Dollars according to the terms of Eight (8) certain promissory notes this day executed and delivered by the said Mrs. Hattie Dinary to the said part y of the second part: Payable \$120 on March 1 of the years 1901, 1902, 1903, 1904, 1905, 1906, 1907 and 1908 and March 1, 1908, with interest at the rate of seven (7) per cent. per annum payable 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 y 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 part y 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Mrs. Hattie Dinary her heirs and assigns.

In Witness Whereof, The said part y of the first part, ha~~x~~ hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Alfred Whitman

Mrs. Hattie Dinary (SEAL.)

mark (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 10 day of April, A. D. 1898, before me, Alfred Whitman, a Notary Public in and for said county and State, came Mrs. Hattie Dinary (unmarried)

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 set my hand and affixed my official seal on the day and year last above written.

My commission expires January 14, 1903 Alfred Whitman  
Notary Public.

Recorded April 10 A. D. 1898, at 2:00 o'clock P.M.

H. H. Doxman  
Register of Deeds.

(Assigned Acc Book 39 Page 413)  
(Relinquished See Book 41 Page 593)

