

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this 9th day of July in the year of our Lord one thousand eight hundred and ninety nineteen between Dora M. Dumakin and her husband A. M. Dumakin of Lawrence in the County of Douglas and State of Kansas of the first part, and Garvin Allen of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 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: part of lot No. one hundred seventeen (117) on New York Street in the City of Lawrence described as follows; Beginning at the north east corner of said lot No. 117, thence south on New York Street, thirty five (35) feet; thence west fifty (50) feet; thence north thirty five (35) feet to Quincy Street; thence east on Quincy Street thirty (30) feet to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dora M. Dumakin do 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 Six hundred Dollars

according to the terms of one certain promissory Note this day executed and delivered by the said Dora M. Dumakin and husband to the said party of the second part: payable on or before five years after date with interest at seven per cent. per annum, payable semi-annually according to ten interest coupons attached to said note.

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 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 making such sale on demand to the said Dora M. Dumakin, her 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

Notarized hereby duly stamped.

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 9th day of July, A. D. 1899, before me, Geo. A. Banks a Notary Public in and for said county and State, came Dora M. Dumakin and A. M. Dumakin husband and 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec. 1, 1900. Geo. A. Banks Notary Public.

Recorded July 10th A. D. 1899, at 3⁰ o'clock P.M.

L. H. Norman
Register of Deeds.

The following is endorsed on the original Instrument
Release. The note herein described having been paid in full
this mortgage is hereby released and the lien thereon
created is changed. As witness my hand this 20th day of
July A. D. 1900.
Attest H. E. Benders.

Recorded Aug 11th 1900
Attest
Register of Deeds.

