

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of November in the year of our Lord one thousand eight hundred and ninety nine hundred between Christopher C. Cox and Cora J. Cox, his wife of Virland in the County of Douglas and State of Kansas of the first part, and Thomas B. Shon of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of four 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 part 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: Being lots number twenty one (21) and twenty two (22) in the town of Virland in the County of Douglas as surveyed by Alza H. Egerson, County Surveyor of Douglas County Kansas and platted on the 29<sup>th</sup> day of April 1884.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Christopher C. Cox and Cora J. Cox, his wife 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 four hundred dollars

according to the terms of four certain Notes this day executed and delivered by the said Christopher C. Cox and Cora J. Cox, his wife to the said part of the second part:

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 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 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 parties making such sale on demand to the said Christopher C. Cox or 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

Christopher C. Cox (SEAL)

Cora J. Cox (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

**Be it Remembered,** That on this 5<sup>th</sup> day of November, A. D. 1899, before me, the undersigned, a Notary Public in and for said county and State, came Christopher C. Cox and Cora J. Cox - 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 Jan 4 1904

Recorded Dec 1 A. D. 1899, at 10 o'clock A.M.

Joseph D. Duff Notary Public.

W. B. Dorman Register of Deeds.



Recorded January 6<sup>th</sup> 1903  
W. B. Dorman  
Register of Deeds.

The following is enclosed an original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released and the lien thereby created discharged  
As witness my hand this 29<sup>th</sup> day of December A.D. 1904  
Thomas B. Shon

W. M. Clark  
James Massey