

## MORTGAGE RECORD NO. 60

This Indenture, Made this thirtieth day of January in the year of our Lord  
~~one thousand and ninety two~~ between Ed Park and Mary E  
Park of Wichita in the County of  
Douglas and State of Kansas, of the first part, and Samuel Dunder of  
city of Lawrence, County of Douglas, State of Kansas of the second part:

WITNESSETH That the said part Ed of the first part, in consideration of the sum of \_\_\_\_\_

to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain,  
sell and mortgage to the said part us 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: \_\_\_\_\_

North half of the Southeast quarter of Section one and the south ninety five feet of the southwest quarter of the Northeast quarter of Section one (1) Township twelve (12) Range seventeen (17) Except the North 95 feet of the Northeast quarter of Southeast quarter and less about one half acre in Southwest corner of North half of South east quarter for school purposes. -- 79 1/2 acres -- all in Douglas County, Kansas.

with, all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said A. L. Dusk & Mary E. Dusk 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, except to a mortgage  
to New England Securities of the amount of \$4250 and \$425.00

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and ten Dollars

according to the terms of one certain note this day executed

and delivered by the said J. Z. Dark & Mary E. Dark to the said party of of the second part

payable on or before one year with interest at the rate

of 6% per annum

and this conveyances 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, heirs, executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 of making such sales, and the overplus, if any there be, shall be paid by the said parties, making such sale, on demand, to said St & Dark and Mary & Dark, parties of the first part, heirs and assigns.

IN WITNESS WHEREOF, The said part. id of the first part ha. 20 hereunto set their hand, and seal  
the day and year first above written. 1891

Signed, Sealed and Delivered in the presence of

..... *D. L. Dark* (SEAL)

..... *Mary E. Dark* (SEAL)

..... (SEAL)

STATE OF *Kansas* } ss.  
*Douglas County*

BE IT REMEMBERED, That on this 31 day of January, A. D. 1923, before me,  
A. A. Flinn, a Notary Public in and for said County and State, came  
L. L. J. L. Dark and Mary E. Dark, his wife

the same person.....who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 10th 1923 A. A. Glinn.

Filed for Record the 16<sup>th</sup> day of Feb, A. D. 1923 at 2<sup>45</sup> o'clock P.M. Notary Public.

\_\_\_\_\_  
Isa E. Mellman Register of Deeds

.....Deputy.

*For Review See Book 77 - Page 575*