

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents doth 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: The South West quarter of the North East quarter of Section Number Twelve (12) in Township number Thirteen (13) South of Range number Twenty (20) East of the Sixth principal Meridian in Douglas County of one acre

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James M. Charles doth hereby covenant and agree that at the delivery hereof he 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party 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 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 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 of 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 party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

James M. Charles (SEAL.)

(SEAL.)

(SEAL)

(Cont.)

(SERIAL)

STATE OF KANSAS.

SS.

County of Douglas

Be it Remembered, That on this 16th day of February, A. D. 1887, before me,
Hugh Blair, a Notary Public in and for said County and
State, came James M. Charles an unmarried man

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 25 Dec — 18 97.

Hugh Blair

Notary Public.

Recorded Feb 16 A. D. 1889, at 3 o'clock P. M.

James Brooks

Reg Inter of Exec

1. receipt given in and paid for the original instrument = \$53685 Lawrence Hunt 10 December 1889
 Received of Charles M. Charles the within named mortgage the sum of five hundred and thirty six and 25/100
 Dollars and full satisfaction of the within Mortgage and payment of the note secured by the same and I authorize the Register
 of said of Douglas County State of Georgia to deliver to the grantor the sum of \$53685
 Recorded December 11th 1889 James W. Wolfe Register of Deeds