

This Indenture, Made this 24 day of May in the year of our Lord one thousand eight hundred and eighty Ninety between Charles Edwards and Susan R. Edwards his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. M. Dyckman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred 400 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 their 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 North Half (N. 1/2) of the East Nine (9) Acres of the West Ninety (90) Acres of the South Half (S. 1/2) of the South East Quarter (S. E. 1/4) of Section Six (6) in Township Thirteen (13) of Range Twenty (20) in Wakarusa Township

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do— hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except one Mortgage of One Thousand Dollars to William D. Barney, dated Sept. 1st, 1887

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Charles Edwards to the said party of the second part, due in three years from date with seven percent interest payable semi 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 party of the second part and 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 and 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 party making such sale on demand to the said parties of the first part and their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
Charles Edwards (SEAL.)
Susan R. Edwards (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24 day of May, A. D. 1890, before me, D. L. Alford a Notary Public in and for said County and State, came, Charles Edwards and Susan R. Edwards his wife to me personally known to be the same persons 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 April - 9 - 1893. D. L. Alford Notary Public.
Recorded May - 26 - A. D. 1890, at 10 o'clock A M.

James Brooks Reg. Lat. of Deeds.

The following is registered on the original instrument
Not 975, 1887
the copy of the same is returned to the original mortgagee
Recorded November 10, 1887
Wm. H. Dyckman

