

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventeenth day of December in the year of our Lord one thousand eight hundred and ninety one between Mrs. J. R. Gaddis and C. Gaddis her husband of Chandler in the County of Indian Territory and State of the first part, and H. A. Pease of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred (\$400.00) 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: The E. Quarter of Section 26, T. 26 N. R. 14 W. Willow Springs Township in the County of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. R. Gaddis and C. Gaddis 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 state of inheritance therein free and clear of all incumbrances Except a Mortgage of Fifteen hundred (\$1500) Dollars to W. H. Pease dated Sept 15, 1887.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred (\$400) Dollars according to the terms of one certain Promissory note this day executed and delivered by the said J. R. Gaddis and C. Gaddis 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 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 his executors, administrators or assigns; and out of all 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 or their heirs and assigns.

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

Signed and delivered in presence of

Y. A. CottonMrs. J. R. GaddisC. Gaddis

Oklahoma Territory
STATE OF KANSAS,
A. County } ss.

Be it Remembered, That on this 19th day of December, A. D. 1891, before me County Clerk, a Notary Public in and for said County and State, came Territory came Mrs. J. R. Gaddis and C. Gaddis her husband 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 18-Recorded Dec - 23 - A. D. 1891, at 9 - o'clock A - M. County ClerkY. A. CottonCounty ClerkJames Brooks

Register of Deeds