

This Indenture, Made this 6<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety three between James M. Charles unmarried of Eudora in the County of Douglas and State of Kansas of the first part, and William S. Charles of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twelve Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 North West Quarter of the North West Quarter of Section No. One (1) Township No. Thirteen (13) South of Range No. Twenty (20) East of 6<sup>th</sup> P.M.

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 do sell 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

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said James M. Charles 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 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 James M. Charles 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

James M. Charles

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 6 day of November, A. D. 1893, before me S. I. Steele, a Notary Public in and for said County and State, came James M. Charles

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 June 18 1894

Recorded Nov 6 A. D. 1893, at 3<sup>30</sup> o'clock P M.

S. I. Steele

Notary Public.

James Brooks  
Register of Deeds.

For Release See Book 39 Page 607