

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Tenth day of March in the year of our Lord one thousand eight hundred and Ninety Six between Joseph A. West and Belle West, wife of said Joseph A. West of Douglas in the County of Douglas and State of Kansas of the first part, and Harriett D. Saddington of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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 her 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 East quarter (1/4) of Section Twenty Three (23) in Township Thirteen (13) of Range Twenty (20) East of the 6th Principal Meridian. Containing One Hundred and Sixty, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph A. West and Belle West do hereby covenant and agree that at the delivery hereof they 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 a mortgage made by Harriett D. Saddington to Sney Hassell dated July 15th 1890 to secure the sum of Sixteen hundred dollars with interest as stated in said mortgage which said West hereby agrees to pay

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars on the first day of March A.D. 1897, with interest thereon from March First A.D. 1895 payable semiannually according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: On the first day of March A.D. 1897, I promise to pay to Harriett D. Saddington or order Five Hundred Dollars with interest from March 1 1895 with interest payable semiannually for value received Lawrence, March 10th 1894

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 her 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 her 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 Joseph A. West his heirs and assigns.

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

Signed and delivered in presence of

J. A. West

(SEAL.)

Belle West

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 13th day of March, A. D. 1896, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Joseph A. West and Belle West 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 March 2nd 1896Recorded March 14th A. D. 1896, at 12:49 o'clock P.M.Joseph E. Riggs

Notary Public.

James Brooks

Register of Deeds.

("For Release see Book 31 Page 229")

