

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nine between Martin Gordon and Theodie Gordon his wife of Medina in the County of Douglas and State of Kansas of the first part, and Lansom Bare of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Thousand DOLLARS, to him 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 West one half (1/2) of the South East quarter (1/4) of Section No 14 (14) in Township No fifteen (15) in Range No nineteen (19) East of the Sixth (6) Principal meridian containing Eighty Acres (80) more or less in the County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Martin Gordon and Theodie Gordon his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Martin Gordon and Theodie Gordon 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 1st of the second part him 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 1st of the second part him 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 for making such sales, and the overplus, if any there be, shall be paid by the part 1st making such sale on demand to the said Lansom Bare his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

@ F. Masher
J. C. Bare

Mr Martin J. Gordon (SEAL.)
Mrs Theodie Gordon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of March, A. D. 1895, before me, Phoebe J. Bare, a Notary Public in and for said County and State, came Martin J. Gordon and Theodie Gordon 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 Dec - 21st 1895
Recorded March 5 A. D. 1895 at 12 o'clock P. M. Phoebe J. Bare Notary Public.

James Brooks Register of Deeds.

This note having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 1st day of March A. D. 1895.

Attest:
J. F. Muehlenman
Jane Muehlenman

Recorded March 22 1913
Wm. Lawrence
R. M. M. Connel
Deputy