

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighth day of February in the year of our Lord one thousand eight hundred and ninety nine between Elizabeth G. Harris Widow of Media in the County of Douglas and State of Kansas of the first part, and C. O. Tourne administratrix of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred Eighty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do she 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: Subdivision No. 79 Sunny Hill Vacated Prairie City Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth G. Harris do she hereby covenant and agree that at the delivery hereof she 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 insurance in the sum of two hundred dollars in favor of mortgage

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Eighty Dollars according to the terms of One certain Note this day executed and delivered by the said Elizabeth Harris to the said party of the second part her heirs or assigns

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Elizabeth G. Harris heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of Elizabeth G. Harris (SEAL.)
Myrtle E. Mosher (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15 day of March, A. D. 1895, before me, C. F. Mosher, a Notary Public in and for said County and State, came Elizabeth G. Harris Widow 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 March 13th 1897
Recorded March 16 A. D. 1895 at 10³⁰ o'clock A. M.

C. F. Mosher Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument -
If her note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 29th day of November A.D. 1901 -
Marshall F. Sharret
Executor of the estate of Elizabeth G. Harris dec'd.
Witnessed Nov. 29th 1901 -
C. F. Mosher,
Register of Deeds.
By Allen B. Sopeman,
Deputy.