

This Indenture, Made this Eleventh day of December in the year of our Lord one thousand eight hundred and ninety five between William S. Carpenter and Lydia J. Carpenter (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Sarah M. Marshall of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of fifteen 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 West quarter (4) of the North West quarter (4) of Section Eight (8) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William S. Carpenter and Lydia J. Carpenter 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 insured in favor of the Mortgagee

This grant is intended as a Mortgage to secure the payment of the sum of fifteen hundred Dollars according to the terms of one certain Note this day executed and delivered by the said William S. Carpenter and Lydia J. Carpenter 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 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 part of the second part 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 William S. Carpenter 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

William S. Carpenter (SEAL.)
Lydia J. Carpenter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this Eleventh day of December, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came William S. Carpenter and Lydia J. Carpenter 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 April - 28 - 1899 John M. Newlin
Recorded Dec 16 A. D. 1895, at 4 o'clock P. M. Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created is discharged. As witness my hand this 28th day of December A. D. 1900 -
William Marshall

Recorded Dec - 28 - 1900
J. B. Bowman, Register of Deeds
By Lilli B. Bowman - Deputy

The following is endorsed on the original instrument -
Known all men by these presents that Maggie M. King executrix of the estate of Sarah M. Marshall deceased of Douglas County in the State of Kansas do within named mortgage in consideration of fifteen hundred Dollars to her in hand paid the receipt whereof is hereby acknowledged and she do hereby covenant and agree unto William Marshall of Lawrence Kansas 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 South West quarter (4) of the North West quarter (4) of Section Eight (8) Township Thirteen (13) Range Twenty (20) with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William S. Carpenter and Lydia J. Carpenter 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 insured in favor of the Mortgagee

Recorded Nov 15 1900. J. B. Bowman Register of Deeds

The following is endorsed on the original instrument -