

This Indenture, Made this twentieth day of April in the year of our Lord one thousand eight hundred and ninety six between Milton J. Kester and Eliza J. Kester, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Eliza J. Read, of same place of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Three Hundred (\$300.00) 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 part y 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: Beginning twenty-eight (28) rods west of the South East corner of the north east quarter (1/4) of section twenty-nine (29) in Township twelve (12) South and range twenty (20) East, in the center of Elm street, produced east from North Lawrence; Then north eight (8) rods. Then east fifty (50) feet; Then South and parallel to the west line eight (8) rods to the center of Elm street; then west along the center of Elm street fifty (50) feet to the place of beginning. with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Milton J. Kester do 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 Three Hundred Dollars and interest thereon, three years from date according to the terms of one certain coupon note this day executed and delivered by the said Milton J. and Eliza J. Kester to the said part y 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 y 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 y 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 part y making such sale on demand to the said Milton J. Kester his heirs and assigns.

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

Signed and delivered in presence of

Milton J. Kester (SEAL.)
E. J. Kester (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of April, A. D. 1896, before me, Charles Chadwick, a Notary Public in and for said County and State, came Milton J. Kester and Eliza J. 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 Sept. 11th 1899

Recorded April 20 A. D. 1896 at 2⁵⁵ o'clock P. M. Douglas Co.

Charles Chadwick Notary Public.
James Brooks Register of Deeds.