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County, Kansas

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The following is endorsed on the original instrument -
The within mortgage having been paid in full, it is hereby released, on the
original instrument - this 31st day of March A.D. 1902 -
Rosa S. Anthony

For affidavit, see 142-176

Recorded May - 19 - 1902 -
G. B. Johnson,

Register of Deeds,
By Belle B. Johnson,

Deputy.

This Indenture, Made this 9th day of August A. D. 1897, between Francis S. Beard & Laura S. Beard his wife of Douglas County, in the State of Kansas of the first part, and Mrs. Rosa S. Anthony of Franklin County, in the State of Kansas of the second part;

Witnesseth; That said parties of the first part, in consideration of the sum of Six Hundred and Fifty Dollars the receipt of which is hereby acknowledged, does by these presents, grant bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas to wit:

The West half of the South half of North East quarter Section (10) Township Fifteen (15) Range Twenty (20), Also Ten 10 acres, Beginning at the North East Corner of the North West quarter of Section Ten 10 Township Fifteen (15) Range Twenty (20) West Twenty rods, South Eighty rods, East Twenty (20) Rods North Eight Rods to place of beginning said tract of land containing Fifty Acres.

To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining forever; Provided, Always, And these presents are upon this express condition, that whereas, said Francis S. Beard and Laura S. Beard his wife have this day executed & delivered one certain promissory note in writing to said party of the second part of which the following is a true copy.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents, become due and payable; and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Twenty five Dollars, for the mortgagee or her assigns attorney's fees for the foreclosure of this mortgage, which sum shall be lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage. Appraisement Waived.

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

Executed in presence of

Witnesses

Francis S. Beard
Laura S. Beard

J. H. Price
State of Kansas, Douglas County ss.

Be it Remembered, That on this 9th day of August A. D. 1897, before me, the undersign-