

This Indenture, Made this eleventh day of January in the year of our Lord one thousand eight hundred and ninety nine between R. M. Morrison and Ida C. Morrison, his wife of in the County of Douglas and State of Kansas of the first part, and M. J. Morrison, of the same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of thirty-four 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 East thirty five (35) Acres of the South half of the South East quarter of Section Six (6) in Township Thirteen (13) of Range Twenty (20) and all of the South five (5) acres of the West twenty (20) acres of the East forty (40) acres of the North half of said quarter lying east of the right of way of the old S. L. & S. R. R.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

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 Except a mortgage for \$2,600.00 given this day to Wilder & Metcalf

This grant is intended as a Mortgage to secure the payment of the sum of thirty-four hundred Dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part 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 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 of the second part her making such sale on demand to the said parties of the first part heirs and assigns.

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

Signed and delivered in presence of

R. M. Morrison (SEAL)

Ida C. Morrison (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14th day of January, A. D. 1897, before me, a Notary Public, in and for said County and State, came R. M. Morrison and Ida C. Morrison, his wife 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 January 23rd 1900 C. M. Maister Notary Public.
Recorded Jan 19 A. D. 1897, at 11:15 o'clock A. M.

James Brooks
Register of Deeds

The following is a true and correct copy of the original instrument, as recorded in the County of Douglas, Kansas, on July 12th 1897, of R. M. Morrison and Ida C. Morrison, his wife, who therein conveyed to M. J. Morrison, of the same place, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East thirty five (35) Acres of the South half of the South East quarter of Section Six (6) in Township Thirteen (13) of Range Twenty (20) and all of the South five (5) acres of the West twenty (20) acres of the East forty (40) acres of the North half of said quarter lying east of the right of way of the old S. L. & S. R. R. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Except a mortgage for \$2,600.00 given this day to Wilder & Metcalf. This grant is intended as a Mortgage to secure the payment of the sum of thirty-four hundred Dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part 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 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 of the second part her making such sale on demand to the said parties of the first part heirs and assigns. In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written. Signed and delivered in presence of R. M. Morrison Ida C. Morrison (SEAL) (SEAL) (SEAL) STATE OF KANSAS, } County of Douglas } ss.

Recorded July 12th 1897, at 11:15 o'clock A. M. C. M. Maister Notary Public. James Brooks Register of Deeds