

This Indenture, Made this thirtieth day of January in the year of our Lord one thousand eight hundred and ninety seven between S. K. Winter & Emma J. Winter (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. Draper of the second part.

Witnesseth, That the said part all of the first part in consideration of the sum of Five Hundred and Fifty 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 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 North Half of the South East quarter of Section thirty six (36) Township thirty six (36) Range Eighteen (18) East of (6) P. M. Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said S. K. Winter and Emma J. Winter (wife) do hereby covenant and agree that at the delivery hereof are the lawful owner s. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same against all claims what soever

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said S. K. Winter and Emma J. Winter to the said party of the second part: payable at Lawrence Kansas as follows to wit: Five Hundred & fifty dollars on the thirtieth day of January 1897 with interest thereon.

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 his 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 his 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 S. K. Winter and Emma J. Winter, their heirs and assigns.

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

Signed and delivered in presence of

S. K. Winter (SEAL.)
Emma J. Winter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 30th day of January, A. D. 1897, before me, the undersigned S. K. Winter and Emma J. Winter, his & wife who are of writing and such persons have known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my notary seal on the day and year last above written.

Notary Public, Term Expires Oct 1st 1900
Recorded January 30 A. D. 1897, at 10 o'clock P. M.

A. V. Sharpe
Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same from the hands of the said party of the first part.

Wm. Draper

Attest: Ellis B. Soper Deputy.

