

This Indenture, Made this 21st day of January in the year of our Lord one thousand eight hundred and ninety seven between Clara Harbour and J. M. Harbour, her husband of Sibley in the County of Douglas and State of Kansas of the first part, and Christina Stroble of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 half (E 1/2) of the Northwest quarter (N.W. 1/4) of Section Number Thirty-six (36) in Township Number Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Clara Harbour and J. M. Harbour 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.

This grant is intended as a Mortgage to secure the payment of the sum of

Twelve Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Clara Harbour and J. M. Harbour to the said party of the second part: payable on or before February 1st 1900 with interest at six per cent per annum, payable semi-annually, on Feb. 1st and August 1st each year

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 making such sale on demand to the said Clara Harbour and J. M. Harbour, their heirs and assigns.

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

Signed and delivered in presence of

E. E. Hopkins

Clara Harbour (SEAL.)

Thomas M. Harbour (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 21st day of January, A. D. 1897, before me, E. E. Hopkins, a Notary Public in and for said County and State, came Clara Harbour and J. M. Harbour, her husband 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 July 11th 1897 E. E. Hopkins Notary Public.

Recorded May 1st A. D. 1897, at 2²⁷ o'clock P. M.

James Brooks Register of Deeds.

The following was indorsed on the original instrument
Feb. 26th 1899
Received of Clara Harbour and J. M. Harbour the within named
Mortgage for the sum of Twelve Hundred and no Dollars, in full
Satisfaction of the within Mortgage Christina Stroble

Not Stamp
10¢

Recorded Feb. 22nd 1899 \$1200.00
J. D. Dawson
Register of Deeds
by W. C. Fisher Deputy

E. E.