

This Indenture, Made this 5th day of July in the year of our Lord one thousand eight hundred and ninety seven between X. B. Gardon and Victoria Gardon his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. P. Bell of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eleven 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 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 South East quarter (1/4) Section Ten (10) Township No. Fifteen (15) Range No. Twenty (20) Douglas County, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said X. B. Gardon and Victoria Gardon do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Eleven Hundred Dollars according to the terms of One certain Coupon Note this day executed and delivered by the said X. B. Gardon and Victoria Gardon to the said party of the second part: Dated July 5-1897, Amount Eleven Hundred Dollars, Time Four years, Interest at 7%, Payable Annually at The Baldwin State Bank on the 5th day of July. Privilege granted to pay All the note at any and every paying time. 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 X. B. Gardon or Victoria Gardon heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

X. B. Gardon (SEAL.)
Victoria Gardon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 5 day of July, A. D. 1897, before me, J. E. Hair a Notary Public in and for said County and State, came X. B. Gardon and Victoria Gardon his wife to me personally known to be the same person^s 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 Aug 3, 1900 J. E. Hair Notary Public.
Recorded July 6 A. D. 1897, at 5 o'clock A. M.

James Brooks Register of Deeds.

*The following is inclosed in the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
at that
Witness my hand this 6th day of May A. D. 1901
J. P. Bell
James Brooks
Register of Deeds*

Recorded May 11 1901