

This Indenture, Made this Seventeenth day of December in the year of our Lord one thousand eight hundred and ninety eight between Samuel Beard and Jane Ann Beard, wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Julia F. Nicholson of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well 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 West two Acres off of the North Three fourths of the following described parcel of land namely commence Ten (10) rods West of the South East Corner of the North East quarter (41) of Section Thirty (30) Township Twelve (12) South of Range Twenty (20) East, Thence North Forty (40) rods West Twelve (12) rods, South Forty (40) rods East Twelve (12) rods to beginning

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Samuel Beard and Jane Ann Beard do hereby covenant and agree that at the delivery hereof they being 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 One hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Samuel Beard and Jane Ann Beard to the said party of the second part: her

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 part 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 Samuel Beard 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

Samuel Beard (SEAL.)

Jane Ann Beard (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17th day of December, A. D. 1897, before me, _____, a Notary Public in and for said County and State, came Samuel Beard and Jane Ann Beard 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 April 28th 1899 John M. Newlin Notary Public.
Recorded Dec 20 A. D. 1897, at 11:30 o'clock AM.

James Brooks Register of Deeds.

The following was indorsed on the original instrument
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged
At Witness my hand, this Nineteenth day of December A.D. 1898

Julia F. Nicholson

Recorded December 19, 1898

J. L. Sammons

Register of Deeds
By J. H. Fisher