

This Indenture, Made this 3rd day of Jan. in the year of our Lord one thousand eight hundred and ninety eight between M. J. Bristow and W. Bristow her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and H. C. Sleeper of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred Twenty-five 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 part y 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 one half of Lot 1 on High Street including only the first story of the building thereon located

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said M. J. Bristow and W. Bristow 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 Six hundred and Twenty-five Dollars according to the terms of one certain note this day executed and delivered by the said M. J. Bristow and W. Bristow to the said part y of the second part: One Note for \$500 due in four years & one note for \$175 due in two years. Int. 8 per cent payable semi-annually.

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 part y 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 y 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 part y making such sale on demand to the said M. J. Bristow or W. Bristow heirs and assigns.

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

Signed and delivered in presence of

M. J. Bristow (SEAL.)
W. Bristow (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 3 day of Jan., A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came M. J. Bristow and W. Bristow her husband 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
Recorded January 27 A. D. 1898, at 8:40 o'clock A. M.

J. E. Hair Notary Public.
G. L. Doxman Register of Deeds.

The following is a witness of an original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the title hereby created discharged
As Witness my hand this 4th day of Aug. A.D. 1900.
J. E. Hair
Notary Public
My comm. expires July 4, 1901.
Recorded Aug. 15, 1900.
Register of Deeds.