

This Indenture, Made this 31st day of January in the year of our Lord one thousand eight hundred and ninety Eight between Charles A Whedon a single man of Lawrence in the County of Douglas and State of Kansas of the first part, and Percy J Campbell of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Eight hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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:

South East Quarter (1/4) of North West Quarter (1/4) of Section Twenty one (21) Township Thirteen (13) North Range Twenty east containing forty acres more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Charles A. Whedon do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Eight hundred dollars according to the terms of Six certain promissory notes this day executed and delivered by the said Charles A Whedon and J. S. Whedon to the said part y of the second part: Said notes being given as a part of the purchase price of the land hereinbefore described and said notes being each for \$100 except the last for \$300 and maturing in 1 2 3 4 5 and 6 years respectively 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 of the second part 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 Charles A Whedon heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Chas. A. Whedon (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.



Be it Remembered, That on this 31st day of January, A. D. 1898, before me, A. C. Alford, a Notary Public in and for said County and State, came Charles A Whedon a single man 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 Feb. 12th 1901

A. C. Alford

Notary Public.

Recorded February 1st A. D. 1898, at 2¹⁰ o'clock P.M.

H. H. Newman

Register of Deeds.