

This Indenture, Made this 12 day of February, in the year of our Lord one thousand eight hundred and ninety Eight, between John A. Garrett a single man of Laurance in the County of Douglas and State of Kansas of the first part, and William Draper of the second part.

Witnesseth, That the said part y of the first part in consideration of the sum of Five hundred & fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do S grant, bargain, sell and mortgage to the said part y 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: Beginning at the North West corner of the South East quarter of Section 700, Section 46, Township 33 North, Range 20 East of the 6th P.M., thence East 20 25 chains South 16 90 chs West 6 46 chains; South 15 06 chains more or less to the center of channel of Wakarusa Creek; thence up the center of channel of Wakarusa Creek to the line of land sold to John Sacy and containing 48 acres more or less. Grantor reserves the privilege of paying \$1.00 or any multiple thereof when interest payments become due with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said John A. Garrett do S 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 Five hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said John A. Garrett to the said part y of the second part: payable in three years

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 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 part y 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 part y making such sale on demand to the said John A. Garrett his heirs and assigns.

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

Signed and delivered in presence of

John A. Garrett (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.



Be it Remembered, That on this 12 day of February, A. D. 1898, before me, L. S. Steels, a Notary Public in and for said County and State, came John A. Garrett 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 June 18 1898 L. S. Steels Notary Public.  
Recorded Feb 12 A. D. 1898, at 12 15 o'clock P. M.

G. B. Draper  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 16th day of March 1897

William Draper

ATTEST:  
Estelle Draper  
Register of Deeds.