

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and ninety eight between Isabella Raber an unmarried woman of Clinton Township in the County of Douglas and State of Kansas of the first part, and E. B. Roseburgh of the second part,

Witnesseth, That the said part 1 of the first part in consideration of the sum of Six hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said part 2 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 South East quarter (1/4) of section sixteen (16) in Township Thirteen (13) of Range Eighteen (18) less five acres for a cemetery containing in all one hundred and fifty five (155) acres all in aforesaid County and State

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Isabella Raber doth hereby covenant and agree that at the delivery hereof she 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 Six hundred and fifty Dollars according to the terms of one certain real estate mortgage note this day executed and delivered by the said Isabella Raber to the said part 2 of the second part: payable five years after date with interest thereon according to the terms of said note & Coupons thereto attached

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 2 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 2 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 2 making such sale on demand to the said Party of the first part her heirs and assigns. Provided, that if the said party of the first part her heirs and assigns, any interest payment concealed and interest on amounts so paid to cease when made

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

Signed and delivered in presence of

Hugh Blair

Isabella Raber (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 19th day of February A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came Isabella Raber an unmarried woman 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 28th Decr 1901 Hugh Blair Notary Public.

Recorded February 19th A. D. 1898 at 12³⁰ o'clock P. M.

W. J. Foxman
Register of Deeds.

The following is endorsed on the original instrument:
The Note herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged.
As witness my hand this 31st day of March A.D., 1899.
E. B. Roseburgh
Attest:
Adda D. Gage.
W. J. Foxman Register of Deeds

Recorded April 3rd 1899.

