

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24th day of February in the year of our Lord one thousand eight hundred and ninety Eight between Charles L. Conger and Minnie C. Conger his wife of Edwara in the County of Douglas and State of Kansas of the first part, and Mrs. Belle Daugherty of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (\$200-) 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 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 half (1/2) of the North East quarter of the North West quarter of Section twenty eight (28) Township Thirteen (13) Range twenty one (21) County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles L. Conger and Minnie C. Conger his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Charles L. Conger and Minnie C. Conger to the said party of the second part: Payable two years from date of this instrument interest 8 per cent per annum

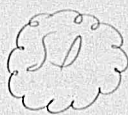
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due 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, appraisalment hereby waived or not at the option of the party 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 Charles L. Conger and Minnie C. Conger their 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

Charles L. Conger (SEAL.)
Minnie C. Conger (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.



Be it Remembered, That on this 24 day of February A. D. 1898, before me, O. L. Richards, a Notary Public in and for said County and State, came Charles L. Conger and Minnie C. Conger his wife to me personally known to be the same persons 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 March 10, 1901 O. L. Richards Notary Public.
Recorded February 26 A. D. 1898, at 12¹⁵ o'clock P. M.

H. A. Moorman
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 thereby created is discharged as Witness my hand this 11th day of April A.D. 1898
Belle J. Daugherty

Recorded April 11/4/1898
L. H. Morgan Register of Deeds