

This Indenture, Made this Twenty Sixth day of March in the year of our Lord one thousand eight hundred and ninety Eight between Charles C. Coltrane and Wife Julia Coltrane of _____ in the County of Douglas and State of Kansas of the first part, and Noreus Philibut of the second part.

Witnesseth, That the said part ies of the first part in consideration of the sum of Sixty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^s sold and by these presents do^e grant, bargain, sell and mortgage to the said part ies 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: The South one half "1/2" of lots Twenty four "24" and the South one half "1/2" of lots Twenty five "25" as Per recorded plat of Media Douglas Co. Kansas, On file in the Office of Register of Deeds in and for said County.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Charles C. Coltrane and Julia Coltrane his wife do^e 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 Sixty Dollars

according to the terms of One certain Note this day executed and delivered by the said Charles C. Coltrane and wife Julia to the said part ies of the second part: N. Philibut Due Sept 1-1898 at 10% int. from date until paid

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 therefor, 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 ies 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 ies 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 ies making such sale on demand to the said Charles C. Coltrane and wife Julia heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha^s hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. A. Halliday

Charles C. Coltrane (SEAL.)

Julia Coltrane (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.



Be it Remembered, That on this 26 day of March, A. D. 1898, before me, J. A. Halliday, a Notary Public in and for said County and State, came Charles C. Coltrane and Wife Julia Coltrane 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 August 2-1901

Recorded March 28 A. D. 1898, at 12 o'clock P. M. —

J. A. Halliday

Notary Public.

G. W. Norman

Register of Deeds.

Released See Book 33, Page 354.