

This Indenture, Made this 1st day of April in the year of our Lord one thousand eight hundred and ninety eight between John Black and Jane Black his wife of Palmyra Sp in the County of Douglas and State of Kansas of the first part, and John Dean of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 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: Two Acres known as Lot no Fifteen (15) in the former town site of Black Jack, also the South half of the North West quarter of Section No. seven (7) Township fifteen (15) Range Twenty one (21) also the North forty acres (40) of the South west quarter of Section No. seven (7) Township Fifteen (15) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Black and Jane Black 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 whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of one certain Coupon note this day executed and delivered by the said John Black and Jane Black his wife to the said party of the second part: said note bearing seven per cent interest payable semiannually as evidenced by six coupons for \$35.00 Dollars each. The principal note to be due Apr. 1st 1901.

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 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 party 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 party making such sale on demand to the said John Black and Jane Black his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year last above written.

Signed and delivered in presence of

John Black (SEAL.)
Jane Black (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Franklin

Be it Remembered, That on this 1st day of Apr. A. D. 1898, before me, _____, a Notary Public in and for said County and State, came John Black and Jane Black his wife 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 on the 26 day of Apr. 1899
Recorded April 2nd A. D. 1898, at 5²⁰ o'clock a. M. =

J. S. Proshaw
Notary Public.

L. B. Norman
Register of Deeds.

*The following is endorsed on the original instrument -
It without mortgage having been paid in full, it is hereby released
on this the original instrument, this 15 day of July, A.D. 1901 -
John Dean.*

*Recorded Nov. 1 - 1901 -
L. B. Norman,
Register of Deeds,
By Miss B. B. Norman
Deputy.*

