

This Indenture, Made this Second day of May in the year of our Lord one thousand eight hundred and ninety eight between Wm J. Evans a Single man of Douglas in the County of Douglas and State of Kansas of the first part, and Elizabeth Jones of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of One thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: All that part of the South West quarter of Section Fourteen (14) Township Number Thirteen (13) South of Range Number Nineteen (19) East lying South of the channel of the Wakarusa Creek and containing Ninety three 93 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Party of the first part do 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 One Thousand Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Wm J. Evans to the said part y of the second part: Due in one year from date value received, with interest at the rate of Six per cent per annum from date until paid interest payable annually

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 y 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 y 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 y making such sale on demand to the said Party of the first part 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

L. H. Borse

Wm J. Evans (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 2nd day of May, A. D. 1898, before me, L. H. Borse, a Notary Public in and for said County and State, came Wm J. Evans a single man 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 Jan 16, 1901 L. H. Borse Notary Public.
Recorded May 2nd A. D. 1898, at 11⁴⁵ o'clock a M.

L. H. Borse
Register of Deeds.

The following is indorsed on the original instrument
\$1000.00 Lawrence River, Oct 24th 1900, Received of Wm J. Evans,
the within named Mortgagee the sum of One thousand Dollars in full
satisfaction of the within mortgage.
Elizabeth Jones
By Thos. B. Jones executor of Elizabeth Jones dec

Recorded Oct 24th 1900, L. H. Borse Register of Deeds