

This Indenture, Made this 1st day of June in the year of our Lord one thousand eight hundred and ninety Eight between Edward J. Deister, an unmarried man of in the County of Douglas and State of Kansas of the first part, and Mrs. Julia R. Parlee of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: The West half of the South West quarter of Section No. Twenty Four (24) in Township No. Twelve (12) South of Range No. Seventeen (17) East of the 6th P. M., containing Eighty (80) acres of land, more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth 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, and that he will Warrant and defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever, against all persons lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Party of the first part to the said party of the second part: Due Dec. 1, 1899, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at rate of 10% per annum until fully paid in cash or by Sheriff due to said premises, together with possession thereof, 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, 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 Edward J. Deister, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Edward J. Deister (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3^d day of June, A. D. 1898, before me, J. A. Night, a Notary Public in and for said County and State, came Edward J. Deister an unmarried 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 Nov. 20, 1899

Recorded June 3^d A. D. 1898, at 2³⁰ o'clock P. M.

J. A. Night

Notary Public.

[Signature]

Register of Deeds.

(For Release See Book 41 of Mortgage Page 177)