

This Indenture, Made this Fourteenth day of January in the year of our Lord one thousand eight hundred and ninety eight between Charles Chadwick and Nancy H. Chadwick husband and wife of Laurance in the County of Douglas and State of Kansas of the first part, and Martha Campbell of Kansas City Missouri of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred 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: Lots Number eight (8) Lot Number ten (10) and Lot Number twelve (12) Kentucky Street in the City of Lawrence, in the aforesaid County, according to the survey, plat and map of said City, also Lot Four (4) and Lot Five (5) in Block ten (10) in Kane Place addition to said City of Lawrence

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 Chadwick 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 Six Hundred Dollars

according to the terms of of one certain Coupon note this day executed and delivered by the said Charles Chadwick to the said party of the second part:

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 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 making such sale on demand to the said Charles Chadwick his heirs ~~and~~ assigns.

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

Signed and delivered in presence of

Charles Chadwick (SEAL.)
Nancy H. Chadwick (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 14 day of June, A. D. 1898, before me, J. M. McHale, a Notary Public in and for said County and State, came Charles Chadwick & Nancy H. Chadwick husband & wife 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 Feb. 19th 1902 Francis M. McHale

Recorded July 18th A. D. 1898, at 11 o'clock A. M. —

Notary Public.

W. B. Sherman
Register of Deeds.

The following is enclosed on the original instrument —

State of Kansas Douglas County, ss.
I, Francis M. McHale, a duly sworn Notary Public in and for said County and State, do hereby certify that the within mortgage and all of its contents, together with the debt secured thereby, dated this 14th day of April 1898.

State of Kansas, Douglas County, ss.
I, Francis M. McHale, a duly sworn Notary Public in and for said County and State, do hereby certify that on this 19th day of April 1898, before me, a Notary Public in and for said County and State, came Martha Campbell, who personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, and that she 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.

Recorded Dec. 31st 1901 — Francis M. McHale — Deputy.