

This Indenture, Made this Twentieth day of July in the year of our Lord one thousand eight hundred and ninety eight between J. S. Masterson and Mary Lurilla Masterson of Secompton in the County of Douglas and State of Kansas of the first part, and Anna E. Vincent of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty 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: The North West quarter of the North East quarter of section Number thirty two 32 in Township Number Eleven 11 South of Range Number Eighteen 18 East of the Sixth principal meridian and containing forty 40 acres more or less

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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Fifty Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said J. S. Masterson and Mary Lurilla Masterson to the said party of the second part: Due in two years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of 10 per cent per annum until fully 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 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 party making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

J. H. Corse

J. S. Masterson (SEAL.)
Mary Lurilla Masterson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 20th day of July, A. D. 1898, before me, J. H. Corse, a Notary Public in and for said County and State, came J. S. Masterson and Mary Lurilla Masterson his wife to me personally known to be the same persons 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
Recorded July 20 A. D. 1898, at 3³⁰ o'clock P. M.

J. H. Corse
Notary Public.

W. H. Samson
Register of Deeds.

The following is endorsed on the original instrument)
Recorded April 12 1898 \$450.00
Received of Mrs. H. H. Corse for J. S. Masterson the within
signed mortgage the sum of four hundred and fifty dollars
in full satisfaction of the within mortgage
Anna E. Vincent