

This Indenture, Made this 12<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety eight between S.W. Strawther and Hammah Strawther his wife of Endora in the County of Douglas and State of Kansas of the first part, and C. F. Richards of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Thirty two 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 part 2<sup>d</sup> 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: Lots Number Fifteen (15) Sixteen (16) Seventeen (17) and Eighteen (18) in Block Number Ninety eight (98) in the City of Endora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said S.W. Strawther and Hammah Strawther do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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

according to the terms of One certain promissory note this day executed and delivered by the said S.W. Strawther and Hammah Strawther to the said part 2<sup>d</sup> of the second part: and payable one year from date hereof with interest at ten per cent per annum from date

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 part 2<sup>d</sup> 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 part 2<sup>d</sup> of the second part his 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 2<sup>d</sup> making such sale on demand to the said S.W. Strawther and Hammah Strawther their heirs and assigns.

In Witness Whereof, The said part 1<sup>st</sup> of the first part, ha hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Arthur K. Wyatt  
O. G. Richards

Joseph <sup>his</sup> Strawther (SEAL.)  
Hammah <sup>his</sup> Strawther (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 12<sup>th</sup> day of August, A. D. 1898, before me, O. G. Richards, a Notary Public in and for said County and State, came S.W. Strawther and Hammah Strawther his 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 March 10-1901.

Recorded August 13<sup>th</sup> A. D. 1898, at 10<sup>40</sup> o'clock A.M.

Notary Public.

L. B. Soxman  
Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released,  
and the lien thereby created discharged. Witness my hand this 12<sup>th</sup> day of Aug. A.D. 1898.  
C. F. Richards

Recorded August 30<sup>th</sup> 1899

L. B. Soxman, Register of Deeds  
By Arthur K. Wyatt, Notary Deputy

