

This Indenture, Made this Twenty Sixth day of August in the year of our Lord one thousand eight hundred and ninety eight between F. X. Jardon, and Jennie Jardon his wife of in the County of Douglas and State of Kansas of the first part, and K. R. Beardsley and J. R. Beardsley of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four Thousand 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 parties of the second part their 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 half of Section No. Eleven (11), in Township No. Fifteen (15) South, of Range No. Eighteen (18) East of 6th Principal Meridian, containing 320 acres more or less

Res. Stamp
\$15.

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 and that they will warrant and defend the same in the quiet and peaceable possession of the said parties of the 2d part against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand Dollars

according to the terms of a certain Mortgage Note this day executed and delivered by the said parties of the first part to the said parties of the second part: due in 5 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 annum until fully paid in cash or by Sheriff's deed to above described property 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 parties of the second part their 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 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 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 seals the day and year first above written.

Signed and delivered in presence of

F. X. Jardon (SEAL.)
Jennie Jardon (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas County } SS.

Be it Remembered, That on this 29 day of August, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came F. X. Jardon, and Jennie Jardon 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 Aug 3, 1900
Recorded August 29 A. D. 1898, at 5 o'clock P.-M.

J. E. Hair
Notary Public.
W. D. Doorman
Register of Deeds.

The following is endorsed on the original instrument:
\$4,000.00 Jan 23rd 1906, Received of the within named Mortgagee the sum of Four thousand Dollars in full satisfaction of the within Mortgage.
J. R. Beardsley, Broker.
K. R. Beardsley

E. S. Newton witness.
Nelson B. Eldred, witness.

Recorded Feb 2nd 1906,
C. W. Armstrong,
Register of Deeds.

