

This Indenture, Made this Fourth day of August in the year of our Lord one thousand eight hundred and ninety Eight between John D Jennings Widower of Tulcan in the County of Gunnison and State of Colorado of the first part, and Alex Lewis of the second part.

Witnesseth, That the said part 4 of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha^s sold and by these presents do^{es} grant, bargain, sell and mortgage to the said part 4 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 East Sixty acres of S.W. Sec. 23 Township 13 Range 18 and commencing at the S.E. Corner of N.W. 1/4 said Sec. 23 Thence North 20 7/8 Rods West 77 Rods South 20 7/8 Rods Thence East 77 Rods to place of beginning, also commencing at North East Corner of North West Quarter Sec 26 Township 13 Range 18 Thence South 106 2/3 Rods Thence West 60 rods Thence North 106 2/3 Rods Thence East 60 Rods to beginning

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said John D Jennings do^{es} 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 Two Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said John D Jennings to the said part 4 of the second part: Payable in three years with interest at seven per cent per annum payable annually

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 4 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 4 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 4 making such sale on demand to the said John D Jennings his heirs and assigns.

In Witness Whereof, The said part 4 of the first part, ha^s hereunto set his hand and seal the day and year first above written.
Signed and delivered in presence of John D Jennings (SEAL.)

Colorado
STATE OF KANSAS,
County of Gunnison } SS. Rev. Stamps
11⁰

Be it Remembered, That on this 15th day of August, A. D. 1898, before me, Milton Spencer, a Notary Public in and for said County and State, came John D Jennings 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. 13th 1899
Recorded September 2nd A. D. 1898, at 3²⁰ o'clock P. M.

Milton Spencer
Notary Public.
H. J. Foxman
Register of Deeds.

The following is indorsed on original instrument
 The note herein described having been paid in full the mortgage
 is hereby released and do him direct Tax collector dis charged
 As witness my hand this 30 day of October A.D. 1902
Alex Lewis
H. J. Foxman Register of Deeds
 Recorded Oct 20-1902

The following is indorsed on the original instrument
 Kalamazoo Mich Aug 18 1898