

This Indenture, Made this Sixth day of September in the year of our Lord one thousand eight hundred and ninety eight between M. W. Cardwell (widower)

of Decompton in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part.

Witnesseth, That the said part 1 of the first part in consideration of the sum of Five Hundred Dollars DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 2 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: Block Thirty Nine (29) Thirty (30) Thirty one (31) Thirty two (32) Thirty three (33) Thirty four (34) Thirty five (35) Thirty six (36) in Block Thirty Seven (37) Decompton Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said M. W. Cardwell do hereby covenant and agree that at the delivery hereof acting 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 Five Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said M. W. Cardwell to the said part 2 of the second part: his heirs or assigns

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 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 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 part 2 making such sale on demand to the said M. W. Cardwell heirs and assigns.

In Witness Whereof, The said part 1 of the first part, has set his hand and seal the day and year first above written.

Signed and delivered in presence of

M. W. Cardwell (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

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

Be it Remembered, That on this 6 day of September A. D. 1898, before me, John M. Keulin, a Notary Public in and for said County and State, came M. W. Cardwell 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 April 28, 1899

Recorded Sept. 12 A. D. 1898, at 11 o'clock a. M.

W. J. Dorman
Register of Deeds.

Assigned see Book 37 Page 106 (Released see Book 37 Page 638)