

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18 day of October in the year of our Lord one thousand eight hundred and ninety eight between unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and J. M. Hartmann of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred 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 party 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 undivided one-eleventh of the North West quarter of Section No. Four (4) in Township No. Thirteen (13) South of Range No. Nineteen (19) East. And the South half of the South West quarter of Section No. Thirty Three (33) Township No. Twelve (12) South of Range No. Nineteen (19) East of the 6th P.M. containing 240 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Abram L. Williams do 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 Three Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Abram L. Williams to the said party of the second part: Payable in three years after date with interest at 8% Per-annum.

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 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 party 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 party making such sale on demand to the said Abram L. Williams heirs and assigns.

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

Signed and delivered in presence of

Abram L. Williams (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 18th day of October, A. D. 1898, before me,

L. S. Steele, a Notary Public in and for said county and State, came Abram L. Williams, Widower

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 June 20, 1902 L. S. Steele

Recorded October 19, A. D. 1898, at 9⁴⁵ o'clock A.M. Notary Public

W. B. Foxman
Register of Deeds.

The following is endorsed on the original instrument —
Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand, this 7th day of April A.D. 1902.
Attest: W. H. Cross.

Recorded April 5th 1902

W. B. Foxman,
Register of Deeds,
By Ella B. Foxman,
Deputy.

for J. M. Hartmann his Attorney in fact.