

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety eight between Samuel Burgan and Ellen Burgan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. W. D. Hoyt of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of \$400 Four Hundred 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 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 South East fractional Quarter of the North West fractional quarter of Section No. Thirteen (13) in Township No. Twelve (12) South of Range No. Nineteen (19) East. Also a strip of land thirty feet (30) wide and eighty (80) rods long off the East side of the North East quarter of said North West quarter of said fractional Section No. Thirteen (13) in Township No. Twelve (12) South of Range Nineteen (19) East. Forty Six acres, more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel Burgan and Ellen Burgan 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 Except a mortgage of \$500

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

according to the terms of One certain Note this day executed and delivered by the said Samuel Burgan and Ellen Burgan to the said party of the second part: Payable in Five years from date with interest at the rate of (8) Eight 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 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 of the first part Samuel Burgan his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

L. S. Steele

Samuel Burgan (SEAL.)

Ellen Burgan (SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 29 day of October, A. D. 1898, before me, L. S. Steele, a Notary Public in and for said county and State, came Samuel Burgan & Ellen Burgan, his wife, to me personally known to be the same persons 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 Notary Public.

Recorded October 29 A. D. 1898, at 3 1/2 o'clock P.M.

W. D. Hoyt  
Register of Deeds.

Recorded April 14-1901  
By William J. Dorman  
Deputy -  
The following is enclosed with the original instrument  
of the note herein described having been paid in full, this mortgage  
is hereby released, and the lien thereby created discharged. Witness my hand  
this 26<sup>th</sup> day of March A.D. 1901.  
Attest: Henry D. Day  
Notary Public.