

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of October in the year of our Lord one thousand eight hundred and ninety eight between D. E. Bond, and Mary Bond, his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and J. N. Macomb of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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 West half (1/2) of the South West quarter (1/4) of Section Number Sixteen (16), Township Number Fourteen (14), Range Number eighteen (18), East of the Sixth principal meridian, in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. E. Bond and Mary Bond 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 whatsoever

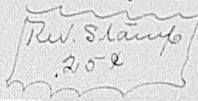
This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain note this day executed and delivered by the said D. E. Bond and Mary Bond to the said party of the second part: J. N. Macomb Payable five years after date at the Lawrence National Bank, interest from date at the rate of Six per cent, payable semi-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 second part his executors, administrators and assigns to the said D. E. Bond and Mary Bond heirs and assigns.

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

Signed, sealed and delivered in presence of

W. L. Howe



D. E. Bond
Mary Bond

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28th day of October, A. D. 1898, before me, Matt S. Howe, a Notary Public in and for said county and State, came D. E. Bond and Mary Bond, husband and wife to me personally known to be the same person s 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 February 5, 1902 Matt S. Howe
Recorded November 5 A. D. 1898, at 3⁰⁵ o'clock P. M. — Notary Public.

G. P. Hancock
Register of Deeds.

The following is endorsed on original instrument
 \$1000. 31 October 1903, Received of D. E. Bond & Mary Bond the within
 named mortgage for the sum of One Thousand Dollars in full satisfaction of the within mortgage.
 John N. Macomb

Recorded Oct 31st A.D. 1903
 W. Armstrong
 Regstr. of Deeds
 By J. C. Lawrence
 Deputy