

ATTEST:

2/13/90.

as witness of the parties

E. C. Charles

Register of Deeds

J. P. Usher

Dep.

The following is endorsed on the original instrument.
 Recorded Oct. 28-19-17
 Atelle Notary Public
 Register of Deeds
 By E. C. Charles, Deputy.

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety eight between James M. Charles and Martha E. Charles his wife of Eudora Township in the County of Douglas and State of Kansas of the first part, and J. P. Usher of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen 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 West half (1/2) of North East quarter (1/4) of Section 11 (12) Township Thirteen (13) Range Twenty (20) said County and State

And all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and 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 Sixteen Hundred Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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 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 Parties of the first part their heirs and assigns. Privilege reserved to pay 100 or any multiple thereof at time of any interest payment

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

Signed and delivered in presence of
Hugh Blair

James M. Charles (SEAL)
Martha E. Charles (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 1st day of December A. D. 1898, before me, Hugh Blair, a Notary Public in and for said county and State, came James M. Charles and Martha E. Charles 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 28 Dec 1901 Hugh Blair
 Recorded December 3rd A. D. 1898, at 2nd o'clock P. M. Notary Public.

E. P. Foxman
 Register of Deeds.