

JOURNAL, LAWYER, KAN.

This Indenture, Made this 20th day of December in the year of our Lord one thousand eight hundred and ninety Eight between Frank L. Varnum, unmarried

of Winland in the County of Douglas and State of Kansas of the first part, and F. B. Varnum of the second part,

Witnesseth, That the said part 1 of the first part in consideration of the sum of Four Hundred (\$400) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: The South half of Lot No. Four (4) in the South West fractional quarter of Section No. Thirty five (35) Township No. Thirteen (13) Range No. Twenty (20) East of the Sixth T.M. Kansas being the South half of that part of the said quarter Section lying East of the West line of the Shawnee Indian Reservation. Being Sixty Four and Three fourths acres of land more or less,

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Frank L. Varnum do he 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 Four Hundred Dollars

according to the terms of Two certain Promissory Notes this day executed and delivered by the said Frank L. Varnum to the said part 2 of the second part: Payable on or before Five years from date

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 2 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 part 2 making such sale on demand to the said Frank L. Varnum heirs and assigns.

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

Signed and delivered in presence of

Frank L. Varnum (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 20th day of December A. D. 1898, before me, L. S. Steele a Notary Public in and for said county and State, came Frank L. Varnum, unmarried

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 December 20 A. D. 1898, at 2¹⁷ o'clock P.M.

Notary Public.

G. B. Bowman
Register of Deeds.

The following is a statement of the original instrument of
 the state heretofore described having been paid in full of the mortgage
 is hereby released and the land hereby granted is discharged
 the release may have been made this 12th day of March A.D. 1900
 G. B. Bowman Register of Deeds
 Recorded March 12, 1900