

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of November in the year of our Lord one thousand eight hundred and ninety Eight between Alfred S. Howard (an unmarried man) of the County of Douglas and State of Kansas of the first part, and Fanny Bergman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand (\$1,000) 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 her 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: Lot One Hundred No. 102 and One Hundred Four (104) Jersey Street, Baldwin, Kansas, also the North West quarter (1/4) of the North West quarter (1/4) of Section No. Five (5) Township Fifteen (15) Range Twenty (20) in Douglas County, Kansas. The said party of the first part hereby agrees that during the existence of this mortgage he will maintain insurance to the amount of One Thousand Dollars for the benefit of the party of the second part, her heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part

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 and that he will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same

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 Mortgage Note this day executed and delivered by the said party of the first part and William C. & Catharine Howard to the said party of the second part: Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's deed to above described property, together with possession thereof.

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 her 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 her 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 party of the first part his 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

Alfred S. Howard (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 13th day of December, A. D. 1898, before me, L. A. Wight, a Notary Public in and for said county and State, came Alfred S. Howard (an unmarried man)

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 Nov 20 1899 L. A. Wight Notary Public.
Recorded December 21 A. D. 1898, at 4⁴⁵ o'clock P.-M.

L. J. Doorman
Register of Deeds.

Recorded February 6th A.D. 1900
Attest
Register of Deeds
By J. L. Doorman
Deputy

The following is a copy of the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand, this 6th day of February A.D. 1900
Fanny Bergman