

This Indenture, Made this 24 day of December in the year of our Lord one thousand eight hundred and ninety Eight between Sarah J. Pendleton & S. E. Pendleton her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Sammy Bergman of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Five 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 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: Beginning at the Northwest corner of South East quarter (1/4) of Section Twenty Seven (27) Township Fourteen (14) Range Twenty (20) Thence South One Hundred (100) rods; Thence East Forty (40) rods; Thence South Twenty (20) rods; Thence East Forty (40) rods; Thence North Forty (40) rods; Thence West Ten (10) rods; Thence North Eighty (80) rods; Thence West Seventy (70) rods to place of beginning containing fifty (50) acres

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Five 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. Privilege reserved to pay \$100 or any multiples thereof on account of principal money at any time interest comes due

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 part 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 parties of the first part their 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 and delivered in presence of

J. H. Price  
Saidee Pendleton  
STATE OF KANSAS,  
County of Douglas } SS.

Sarah J. Pendleton (SEAL.)  
Samuel E. Pendleton (SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 26 day of December, A. D. 1898, before me, J. H. Price, Justice of the Peace a Notary Public in and for said county and State, came Sarah J. Pendleton, and S. E. Pendleton her husband 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 J. H. Price, Justice of the Peace

Recorded December 27 A. D. 1898, at 3<sup>25</sup> o'clock P. M.

G. P. Bowman  
Register of Deeds.

The following is Enclosed on the original Instrument:  
 Langwin's Mar 7<sup>th</sup> 1904  
 Received of Mrs Sarah J. Pendleton Five hundred Dollars  
 in full besides interest this day and in former occasions  
 she being the within Mortgagee in full satisfaction of the  
 within Mortgage, and I authorized the Register of Deeds to  
 Release the same of Record.  
 J. H. Price  
 Recorder of Deeds.  
 Recorded Mar 7<sup>th</sup> 1904.  
 W. H. Lawrence