

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of January in the year of our Lord one thousand eight hundred and ninety Eight between Norman Palmateer, and Carrie Palmateer his wife of Salmyria in the County of Douglas and State of Kansas of the first part, and Florence Milburn of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: The South East quarter of the South East quarter of Section Number Twelve (12) Town Number Fourteen (14) Range Number Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Norman Palmateer and Carrie Palmateer his wife 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 Except a first mortgage for Six Hundred Dollars, already placed on said land.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of One certain Note of hand this day executed and delivered by the said Norman Palmateer & Carrie Palmateer his wife to the said party of the second part:

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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Norman Palmateer (SEAL.)
Carrie Palmateer (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 15th day of January, A. D. 1898, before me, Joseph Duff, a Notary Public in and for said county and State, came Norman Palmateer and Carrie Palmateer 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 Dec. 30 1899 Joseph Duff Notary Public.
Recorded January 6th A. D. 1899, at 8³⁰ o'clock A. M.

G. D. Bowman
Register of Deeds.

The following was indorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released, and the lien thereby created discharged.
At Witness my hand this 21st day of February A.D. 1899

Florence Milburn

Attest Hugh Blair.

Recorded February 21st 1899

G. D. Bowman
Register of Deeds
by H. C. Fisher Deputy