

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 3rd day of January in the year of our Lord one thousand eight hundred and ninety nine between John W. Beard, and Annie W. Beard his wife of Sawner in the County of Douglas and State of Kansas of the first part, and G. M. Hartmann of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 Lots Numbered One Hundred and thirty seven (137) and One Hundred thirty nine (139) both on Kentucky Street in the City of Sawner

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with 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 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 Twenty Hundred Dollars and interest according to the terms of One certain promissory note this day executed and delivered by the said John W. Beard and Annie W. Beard 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 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 John W. Beard and Annie W. Beard 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

Louis F. Selig

John W. Beard (SEAL.)
Annie W. Beard (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 3rd day of January, A. D. 1899, before me, Louis F. Selig a Notary Public in and for said county and State, came John W. Beard and Annie W. Beard 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 December 1, 1900 Louis F. Selig Notary Public.
Recorded January 7 A. D. 1899, at 12:35 o'clock P.M.

G. M. Hartmann
Register of Deeds.

The following is endorsed on the original instrument.
Release. The note herein described having been paid in full.
This mortgage is hereby released and the lien hereby created discharged. As witness my hand this 6th day of April, A. D. 1903.
G. M. Hartmann.

Recorded April 6th 1903.
W. W. Cunningham
Register of Deeds.

