

This Indenture, Made this Third day of February in the year of our Lord one thousand eight hundred and ninety Nine between Charles L. Edwards, and Susan R. Edwards (wife) of Sawnee in the County of Douglas and State of Kansas of the first part, and Ellen J. Morse of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of One Thousand 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 North Four and half (4 1/2) acres of the East Nine (9) acres of the West Nineteen (19) acres of the South half (1/2) of the South East quarter (1/4) of Section Six (6) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles L. Edwards, and Susan R. Edwards 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 One Thousand

according to the terms of One certain note this day executed and delivered by the said Charles L. Edwards and Susan R. Edwards to the said party of the second part: her heirs or assigns

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 Charles L. Edwards, his 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

Charles L. Edwards (SEAL.)  
Susan R. Edwards (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 4<sup>th</sup> day of February, A. D. 1899 before me, John M. Newlin a Notary Public in and for said county and State, came Charles L. Edwards, and Susan R. Edwards 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 April 28 1899 John M. Newlin Notary Public.  
Recorded Feb. 6 A. D. 1899, at 10<sup>20</sup> o'clock a. M.

H. P. Foxman  
Register of Deeds.

Recorded October 25<sup>th</sup> 1900  
A. W. Armstrong,  
Register of Deeds.

The following is ordered on the original instrument  
This note herein described having been paid in full  
this mortgage is hereby released and the lien thereby created  
discharged. As witness my hand, this 19<sup>th</sup> day of September A. D. 1900.  
Ellen J. Morse.