

This Indenture, Made this Twenty-First day of February in the year of our Lord one thousand eight hundred and ninety Nine between Edith E. Douglass, and J. P. Douglass, her husband of the County of Douglas and State of Kansas of the first part, and Justavus B. Brackett, of Washington, D. C. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty 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: Commencing at a point eighty (80) rods due North from the South West corner of the South West quarter of Section No. twenty-seven (27), Township No. 21 North, Range No. 19 West, thence running North on section line twenty-one and two-thirds (26 2/3) rods; thence running East sixty (60) rods; thence running South twenty-six and two-thirds (26 2/3) rods; thence running West to point of beginning, said tract containing ten (10) acres more or less, also commencing at a point fifty-three and one-third (53 1/3) rods North from the South West corner of Section No. twenty-seven (27), Township No. 21 North, Range No. 19 West, on said line said section, thence North twenty-six and two-thirds (26 2/3) rods; thence East sixty (60) rods; thence South twenty-six and two-thirds (26 2/3) rods; thence West sixty (60) rods to beginning, said tract containing ten (10) acres more or less

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his 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

Four Hundred and Fifty 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: Due in seven years from date, with interest from date to maturity at six per cent, payable semi-annually

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 his 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

Edith E. Douglass (SEAL.)
J. P. Douglass (SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 7th day of March, A. D. 1899, before me, William J. Sinclair, a Notary Public in and for said county and State, came Edith E. Douglass, and J. P. Douglass, her husband 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 January 9-1900 W. J. Sinclair Notary Public.
Recorded March 9th A. D. 1899, at 4:10 o'clock P.M.

L. B. Boxman
Register of Deeds.

(For Release See Book 39 Page 596)