

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of March in the year of our Lord one thousand eight hundred and ninety nine between Robt. N. Watts and Ida Watts (wife) of Edison in the County of Douglas and State of Kansas of the first part, and W. J. Gardner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 West quarter (1/4) of the North West quarter (1/4) of Section Four (4), Township Fourteen (14), Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robt. N. Watts and Ida Watts 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 Six Hundred Dollars

according to the terms of One certain note and ten this day executed and delivered by the said Robt. N. Watts and Ida Watts 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 her making such sale on demand to the said Robt. N. Watts heirs and assigns.

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

Signed and delivered in presence of

Robert N. Watts (SEAL.)
Ida Watts (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 16 day of March A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came Robert N. Watts and Ida Watts 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 April 28 1899
Recorded March 20 A. D. 1899, at 5 o'clock P. M.

John M. Newlin
Notary Public.
W. J. Gardner
Register of Deeds.

The following is indexed on the original instrument
March 18th 1899.
Received of Robert N. Watts the within named mortgage of the sum of
Six Hundred Dollars in full satisfaction of the within mortgage
W. J. Gardner

Recorded April 24th 1899.