

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of March in the year of our Lord one thousand eight hundred and ninety nine between S. W. Randall and Sarah S. Randall, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ada J. Cady of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Nine Hundred \$900 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: All that part of the north half of the south east quarter of section 16, Town 4 N, Range 14 W, South of Range 14 W, Town 4 N, Range 14 W, lying west of the Southern Kansas Railroad, containing 64 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said S. W. Randall and Sarah S. Randall 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 Nine hundred dollars according to the terms of one certain note this day executed and delivered by the said S. W. Randall and Sarah S. Randall to the said part of the second part: Payable in five years with interest at the rate of six per cent per annum payable 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 part 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 part 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 part of making such sale on demand to the said S. W. Randall heirs and assigns.

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

Signed and delivered in presence of

S. W. Randall (SEAL.)
Sarah S. Randall (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 22 day of March, A. D. 1897, before me, L. S. Steele a Notary Public in and for said county and State, came S. W. Randall and Sarah S. Randall husband and wife 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 June 20th 1902 L. S. Steele Notary Public,
Recorded March 22nd A. D. 1897, at 2⁵⁰ o'clock P.M.

L. S. Steele
Register of Deeds.

The following is endorsed on the original instrument -
Aug. 5-1901

Received of S. W. Randall & wife the within named mortgage, the sum of Nine hundred and 00 Dollars, in full satisfaction of the within mortgage.

Ada J. Cady.

Recorded Aug. 5-1901 -
L. S. Steele
Register of Deeds -
By Billie B. Johnson
Deputy

