

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28 day of March in the year of our Lord one thousand eight hundred and ninety nine between Wm. S. Foster and wife Mary B. Foster of Medina in the County of Douglas and State of Kansas of the first part, and Thomas C. Jones, Successor Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha S. 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 The north and half 1/2 of the north west quarter 14, of section number ten 10 Township fifteen 15 Range number 19, East of the sixth 6 Principal Meridian containing eighty 80 Acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wm. S. Foster & wife Mary B. Foster do co 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 Mortgage note this day executed and delivered by the said Wm. S. Foster & wife Mary B. Foster to the said party of the second part: Thomas C. Jones. Due in one year from date, with interest from date to maturity, at the rate of 6% per annum.

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 Wm. B. Foster & wife Mary B. Foster heirs and assigns.

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

Signed and delivered in presence of

J. A. Halliday

Wm. S. Foster (SEAL)

Mary B. Foster (SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28 day of March, A. D. 1899, before me, J. A. Halliday, a Notary Public in and for said county and State, came Wm. S. Foster and wife Mary B. Foster 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 Aug. 2nd 1901 J. A. Halliday Notary Public

Recorded April 7 A. D. 1899, at 11:30 o'clock A.M.

G. S. Soxman
Register of Deeds

The following is indorsed on the original instrument:
 The note herein described having been paid in full this Mortgage
 is hereby released and the land thereby granted released
 As Witness my hand this 10th day of February A.D. 1900
Wm. S. Foster
Wm. S. Foster
Wm. S. Foster