

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twentieth day of April in the year of our Lord one thousand eight hundred and ninety nine between John F. Badsky and Elizabeth Badsky his wife of David Mound P.M. in the County of Douglas and State of Kansas of the first part, and D. F. Hensley of the second part,

Witnesseth, That the said part 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 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 east half of the north east quarter of section number one in Township number fourteen 14 south of range number seventeen 17 east of the sixth 6th Principal Meridian and 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 Parties of the first part 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 dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said John F. Badsky and Elizabeth Badsky to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. Grantors reserve the right after two 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 party of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. F. CorseJohn F. Badsky (SEAL)Elizabeth Badsky (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 21st day of April, A. D. 1899, before me, L. F. Corse a Notary Public in and for said county and State, came John F. Badsky and Elizabeth Badsky his 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 Jan. 16th 1901 L. F. Corse Notary Public.

Recorded April 21st A. D. 1899, at 2:00 o'clock P.M.

W. J. Hensley  
Register of Deeds.

The following is endorsed on the original instrument.  
\$ 1000 - October 31st 1903  
Received of John F. Badsky, the within named Mortgagee the sum of One thousand Dollars, in full satisfaction of the within Mortgage.  
D. F. Hensley, Atty in fact.  
Recorded Nov-3-1903.  
W. J. Hensley  
Register of Deeds.