

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 6th day of May in the year of our Lord one thousand eight hundred and ninety nine between Phoebe Jane Jackson, widow of the township of Kanawaka in the County of Douglas and State of Kansas of the first part, and M. F. Foster of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of one hundred and thirty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha she sold and by these presents do she 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 southwest quarter (1/4) of the south east quarter (1/4) of section eight (8) in Township Thirteen (13) of Range eighteen (18) less a strip two (2) rods wide and containing one acre on the south line taken off for a road.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Phoebe Jane Jackson do she hereby covenant and agree that at the delivery hereof she is 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 hundred and thirty five dollars according to the terms of one certain Mortgage note this day executed and delivered by the said Phoebe Jane Jackson to the said party of the second part: Payable one year after date, with interest according to the terms of said note and coupons thereto attached.

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 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 party making such sale on demand to the said Party of the first part her heirs and assigns.

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

Signed and delivered in presence of
Jennie Hatt
Phoebe Jane Jackson to said party of the second part her and she understood the same and made her mark hereunto in my presence.

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 6th day of May, A. D. 1899, before me, Jennie Hatt a Notary Public in and for said county and State, came Phoebe Jane Jackson, widow 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 30 mch. 1900 Jennie Hatt Notary Public
Recorded May 24th A. D. 1899, at 8 o'clock A. M.

G. A. Foxman Register of Deeds.

The following is indented on the original instrument
\$135.00 Mortgaged 17th 1900, Receiving of Phoebe Jane Jackson on the within named mortgage on
the sum of One hundred and thirty five dollars in full satisfaction of the within mortgage.
M. F. Foster.

Recorded Nov 25th 1900. G. A. Foxman Register of Deeds.

