

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty-ninth day of May in the year of our Lord one thousand eight hundred and ninety nine between Wallace F. Stewart and Gertrude Stewart of Laurance in the County of Douglas and State of Kansas of the first part, and C. M. Ward of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 east half (1/2) of Lot number Twelve (12) in Addition no. five (5) to North Laurance in the City of Laurance.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wallace F. Stewart and Gertrude Stewart do hereby covenant and agree that at the delivery hereof they 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 dollars according to the terms of One certain Note this day executed and delivered by the said Wallace F. Stewart and Gertrude Stewart 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 of the first part Wallace F. Stewart on demand to the said Wallace F. Stewart heirs and assigns.

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

Sealed
Signed and delivered in presence of

Wallace F. Stewart (SEAL.)
Gertrude Stewart (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } S.S.

Be it Remembered, That on this 20 day of May, A. D. 1899, before me, John M. Meakin, a Notary Public in and for said county and State, came Wallace F. Stewart and Gertrude Stewart 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 13 1903 John M. Meakin
Recorded May 26 A. D. 1899, at 11 o'clock A.M. Notary Public.

H. J. Soriman
Register of Deeds.

The following is indorsed on the original instrument
\$100. Sec 6-1902 Received of Gertrude Stewart the sum of one hundred dollars in full satisfaction of the mortgage of C. M. Ward.

Recorded Nov 16th 1902
H. J. Soriman Register of Deeds

