

This Indenture, Made this 31st day of May in the year of our Lord one thousand eight hundred and ninety nine between H. J. Cramer and S. M. Cramer her husband of Laurance in the County of Douglas and State of Kansas of the first part, and Ellis B. Noyes of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred 00/100 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 part 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 south eight (8) acres of west thirty (30) acres of the south half (1/2) of south west quarter (1/4) of sec. 36, T. 2 S. R. 12 E. Range (14) east of 6" P. M. Also begin 40 rods east of the S. W. corner of said S. W. 1/4 section 36-12-14. thence east 12 rods more or less to center of a road running north and south; thence north along said road 27 1/2 rods; thence west to said tract first above described; thence south to place of beginning, 2 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 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 Three hundred 00/100 dollars according to the terms of one certain promissory note this day executed and delivered by the said H. J. and S. M. Cramer to the said part of the second part: Payable five (5) years from date at the Laurance Nat. Bank of Laurance Kansas.

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 party making such sale on demand to the said H. J. Cramer her 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.

Signed and delivered in presence of

H. J. Cramer (SEAL.)
S. M. Cramer (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 31 day of May, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said county and State, came Mrs. H. J. Cramer 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 July 14 1903 Alfred Whitman
Notary Public.
Recorded June 18 A. D. 1897, at 4 o'clock P.

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State of Arkansas } SS.
Polk County }
Be it remembered that on this 2nd day of June A. D. 1897, before me, W. Ivan Matheny a notary public in and for said county and State came S. M. Cramer 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.

W. Ivan Matheny
Notary Public.
My Commission expires Sept. 11th 1901
Recorded June 7th, A. D. 1897 at 4²⁵ o'clock, P. M. G. S. Soxman
Register of Deeds