

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety 9 between Robert C. Johnston and Helene A. Johnston, his wife, of Lansing in the County of Douglas and State of Kansas of the first part, and Emily P. D. Woodward of Lansing, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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 south east quarter of section thirty six (36) Tp. 13 R. 19, also the north east quarter of Section One (1) Tp. 14 R. 19, also the north half of the south east quarter section one (1) Tp. 14, R. 19.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert C. Johnston and Helene A. Johnston, his wife, 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 Four Thousand Dollars

according to the terms of one certain promissory this day executed them said parties of the first part to the said party of the second part: date May 1st 1899 with interest at six per cent payable five years after date.

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 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 making such sale on demand to the said first parties heirs and assigns.

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

Signed and delivered in presence of

Rev. Stauffer

Robert C. Johnston (SEAL.)

Helene A. Johnston (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 12th day of June, A. D. 1899, before me, L. S. Steele, a Notary Public in and for said county and State, came Robert C. Johnston and Helene A. Johnston 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 June 20, 1903 L. S. Steele Notary Public.

Recorded June 13 A. D. 1899, at 12 o'clock P.M.

W. J. Foxman Register of Deeds.

(For Release See Book 33 Page 564)

(For Assignment See Book 39 Page 617)