

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty ninth day of June in the year of our Lord one thousand eight hundred and ninety nine between H. R. Hartson and Jennie T. Hartson, his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Marshall F. Leary of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 1/2 of the south one fourth 1/4 of the following, described land commencing at a point Ten rods west of the south east corner of the north east quarter 1/4 of section number thirty 30 in Township number Twelve 12 South of Range number twenty 20 East, Thence running due north forty rods, Thence west twelve 12 rods, Thence south forty rods, Thence east twelve 12 rods to the place of beginning, containing Three eighths 3/8 of an acre, more or less, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

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 dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said H. R. Hartson and Jennie T. Hartson to the said party of the second part: Due June 29th 1902 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 percent per annum until fully paid. 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 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 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

L. H. Corcoran

H. R. Hartson (SEAL.)

Jennie T. Hartson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 6th day of July, A. D. 1899, before me, L. H. Corcoran, a Notary Public in and for said county and State, came H. R. Hartson and Jennie T. Hartson 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. H. Corcoran Notary Public.

Recorded July 7th A. D. 1899, at 120 o'clock P. M.

W. F. Foxman Register of Deeds.

The following is enclosed in the original document
 The note herein described having been paid in full, this mortgage
 is hereby released, and the lien thereby created, discharged.
 As witness my hand this 7th day of November A.D. 1902
 Marshall F. Leary,
 Register of Deeds.
 My Office
 Wm. F. Foxman,
 Recorder
 Nov-7-1902-
 L. H. Corcoran,
 Notary Public

