

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of June in the year of our Lord one thousand eight hundred and ninety nine between Marshall Dodder and his wife Mattie Dodder of Marion in the County of Douglas and State of Kansas of the first part, and E. Grover of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Sixty six 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 their 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 west half of section seven (7) in Township fifteen (15) of Range eighteen (18) and the north east quarter of section three (3) in Township fifteen (15) of Range seventeen (17).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Marshall Dodder does hereby covenant and agree that at the delivery hereof he 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 Sixty six hundred dollars and interest thereon according to the terms of one certain note this day executed and delivered by the said Marshall Dodder and Mattie Dodder to the said party of the second part:

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 their 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 Marshall Dodder, his 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

Rev. Stamp E.

Marshall Dodder (SEAL)

Mattie Dodder (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28th day of June, A. D. 1899, before me, J. B. Doorman a Notary Public in and for said county and State, came Marshall Dodder and Mattie Dodder 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. 9th 1901

Recorded July 18th A. D. 1899, at 11:40 o'clock A.M. J. B. Doorman Notary Public.

J. B. Doorman  
Register of Deeds.

The following is endorsed on the original instrument.  
The note herein described having been paid in full this Mortgage is hereby Released and the land thereby created discharged.  
As witness my hand this 12 day of May A. D. 1904.  
E. Grover, Administrator of the Estate of Chas. P. Doorman, Deceased.  
(Assigned Book 39 Page 137)  
Recorded Mar 1st 1904,  
W. W. Armstrong,  
Register of Deeds.