

This Indenture, Made this 14th day of December in the year of our Lord one thousand eight hundred and ninety seventeen between Edward Black and Martha Black his wife of Endora Township in the County of Douglas and State of Kansas of the first part, and J. V. Todd of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and eighty 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: Beginning at a point on the north line of the north east quarter (4) of section thirteen (13) in Township Thirteen (13) of Range Twenty (20) in the middle of the Harkness Creek where said section line crosses said creek making the north east corner of said land hereby described thence running west on said section line to the middle of said creek making the north west corner of said land hereby described thence following in the middle of said creek in its course through said quarter section to the place of beginning being about four rods of land more or less and thence in a curve as all this party of the first part agree to be on the north side of said Harkness Creek the same land of one time owned by William Squibbs and sold to said Edward Black on 13th Decr 1877 and which deed is recorded in the Registry Office for Douglas County, Kansas, in Book 6 at Page 102. with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 eighty dollars

according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of first part to the said party of the second part: Payable one year after date to order of party of second part with interest at 8% from date until 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, appraisalment hereby waived or not at the option of the party of the second part his 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 cost and charges of 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

Jessie Watt, having first been explained to said parties of the first part who said they understood the same and made their own free choice in its presence.

STATE OF KANSAS,

County of Douglas

SS.

Edward Black (SEAL.)

Martha Black (SEAL.)

mark (SEAL.)

(SEAL.)

Be it Remembered, That on this 14th day of December, A. D. 1897, before me,

Jessie Watt, a Notary Public in and for said county and State, came Edward Black and Martha Black his wife

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 30th Novr 1900

Recorded Aug 2nd A. D. 1897, at 11³⁰ o'clock a.m.

Jessie Watt Notary Public.

J. V. Todd 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 lien thereby created, discharged.
 As witness my hand, this seventh day of August - A. D. 1902 -
 J. V. Todd.
 Attest: Alice S. Todd.
 C. C. Standen,
 Deputy.
 By Billie R. Norman,
 Register of Deeds.
 Recorded - Aug - 13th - 1902 -
 By Billie R. Norman,
 Register of Deeds.