

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of August in the year of our Lord one thousand eight hundred and ninety nine between Charles B. Young (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and C. H. Newby of the second part,

**Witnesseth**, That the said part of the first part in consideration of the sum of Thirty five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 north east quarter (1/4) and the north half (1/2) of the north half (1/2) of the south east quarter (1/4) of section seven (7) Township Twelve (12) Range Twenty (20) East of the 6<sup>th</sup> P. M. and containing Two hundred (200) 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 Charles B. Young do hereby covenant and agree that at the delivery hereof his 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 Thirty five hundred Dollars according to the terms of One certain Note and Two Coupons this day executed and delivered by the said Charles B. Young to the said part of the second part: his heirs or assigns

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 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 for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Charles B. Young heirs and assigns.

**In Witness Whereof**, The said part of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Charles B. Young (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

**Be it Remembered**, That on this 7<sup>th</sup> day of August, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came Charles B. Young 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 April 13, 1903

Recorded August 26 A. D. 1899, at 2 o'clock P. M.

John M. Newlin  
Notary Public.

G. B. Newman  
Register of Deeds.

The following is entered on the original instrument.  
 \$ 3500. April 10<sup>th</sup> 1903. Receipt of Chas B Young the within Mortgage.  
 the Sum of Thirty five hundred Dollars in full Satisfaction  
 of the within Mortgage.  
 C. H. Newby by J. A. Henry, Attorney in fact.  
 Recorded April 15<sup>th</sup> 1903.  
 J. W. Armstrong.  
 Registered of Deeds.