

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of August in the year of our Lord one thousand eight hundred and ninety third between Sidney E. Carlton and Nancy B. Carlton his wife of Calhoun Township in the County of Douglas and State of Kansas of the first part, and Stella Boardman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 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 east half of the south east quarter section thirty-two (32) and west half of south west quarter section thirty-three (33) Township fourteen (14) Range Twenty-one (21) East of 6th P.M. containing 160 acres in said County and State.

Res. Stamp \$1.00

with all the appurtenances, and all the estate, title and interest of the said part 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

Two Thousand Three hundred dollars according to the terms of one certain first mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years after date with interest at 10% after maturity but with interest in the meantime according to coupons attached thereto and payable semi-annually

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 making such sale on demand to the said party 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

Jennie Watt

Sidney E. Carlton (SEAL.)

Nancy B. Carlton (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 28th day of August, A. D. 1899, before me, Hugh Blair, a Notary Public in and for said county and State, came Sidney E. Carlton and Nancy B. Carlton 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 28th Dec. 1901 Hugh Blair Notary Public.

Recorded August 28th A. D. 1899, at 3²⁰ o'clock P.M.

H. S. Noxman Register of Deeds.

Recorded June 2 1911 (The following is endorsed on the original instrument)
\$2300.00, September 7 1909, Received of Joseph M. Adl the present
owner of the property named in the within Mortgage, the sum of Two
Thousand three hundred dollars in full satisfaction of the within
mortgage.
Stella Boardman
Register of Deeds