

This Indenture, Made this 24th day of July in the year of our Lord one thousand eight hundred and ninety nine between John Vestergrun and Josephine Vestergrun his wife of Albion, Ind. in the County of Douglas and State of Kansas of the first part and D. R. Carpenter of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred fifty 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 parties 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 one half (1/2) of the west one half (1/2) of the south east quarter (1/4) of section Twenty nine (29) Township four (4) North Range Twenty one (21) East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Vestergrun and Josephine Vestergrun 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 fifty dollars according to the terms of my certain coupon note this day executed and delivered by the said parties of the first part to the said parties 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 parties of the second part, 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 parties 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 parties making such sale on demand to the said heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS,

County of

SS.

Be it Remembered, That on this _____ day of _____, A. D. 189____, before me, _____, a Notary Public in and for said county and State, came

_____ 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 _____

Recorded _____ A. D. 18____, at _____ o'clock _____ M.

Notary Public.

Register of Deeds.