

JOURNAL OF LAW, MEDICAL, AND

This Indenture, Made this Twenty day of September in the year of our Lord one thousand eight hundred and ninety nine between Arthur Ross and Nora M. Ross of Labett View in the County of Douglas and State of Kansas of the first part, and Julia Strick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: Begin at the south west corner of the north east quarter of section No. eight (8) Township No. Twelve (12) south of Range No. Nineteen (19) east of the sixth principal meridian, Kansas. Thence east one hundred and twenty (120) Rods; Thence north forty (40) rods thence west eighty (80) Rods; Thence north forty (40) Rods; Thence west forty (40) Rods to quarter section line; Thence south on said line eighty (80) Rods to the place of beginning and containing Forty (40) acres, more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arthur Ross and Nora M. Ross do hereby covenant and agree that at the delivery hereof they are 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 Five hundred dollars

according to the terms of One certain Promissory note this day executed and delivered by the said Arthur Ross and Nora M. Ross to the said party of the second part: payable in five years, interest according to ten coupons attached to said note

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, appraisement hereby waived or not at the option of the part 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 of the first part making such sale on demand to the said Arthur Ross and Nora M. Ross, 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

J. S. Steele

Notary Public, State of Kansas,

County of Douglas } ss.

Arthur Ross (SEAL.)

Nora M. Ross (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 20 day of Sept., A. D. 1899, before me, J. S. Steele, a Notary Public in and for said county and State, came Arthur Ross and Nora M. Ross

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 June 20, 1902 J. S. Steele

Recorded Sept. 20 A. D. 1899, at 1:40 o'clock P. M. Lawrence, Kansas

G. J. Newman Notary Public, Lawrence, Kansas.  
Register of Deeds.

The following is endorsed on the original instrument Release. The note herein presented having been paid in full this mortgage is hereby released and the lien thereon created is changed as between my name this 26<sup>th</sup> day of Aug 28, 1903. by A. Ross, her attorney in fact.

Recorded Aug 26<sup>th</sup> 1903.

Notary Public  
Register of Deeds.

