

This Indenture, Made this Sixth day of November in the year of our Lord one thousand eight hundred and ninety nine between James M. Harrell a single man of Clinton in the County of Douglas and State of Kansas of the first part, and Julia Friend 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 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: Beginning at a point on the north line of the south line and thirty seven (37) feet east of the west line of the north west quarter (26) of section twenty six (26) in Township north thirty (30) south range (7) west of the 10th P. M. The bearing from the six hundred and eighty (80) feet to the center of channel of Rock Creek thence along and up the channel of said Creek north westerly to mouth of ditch six hundred and sixty eight and one half (668 1/2) feet south and four hundred and sixty five (465) feet east of north west corner of said section (26) thence along and the center of said ditch to the west line of said section thence north to north west corner of said section thence east one hundred (100) feet thence south one hundred and forty (14) feet thence west three hundred and thirteen (313) feet to the place of beginning containing 35 2/3 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 James M. Harrell party 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 Five Hundred Dollars

according to the terms of one certain Mortgage note of assistance made this day executed and delivered by the said James M. Harrell to the said party of the second part: Payable eight years after date with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. Both principal and interest payable to Merchants National Bank of Lawrence Kansas in the New York exchange 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 party 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 of the second part her executors, administrators 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

James M. Harrell (SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 11 day of November, A. D. 1899, before me, James B. Brooks, a Notary Public in and for said county and State, came James M. Harrell to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.



Rev. Stamp 10¢

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 November 4, 1901
Recorded November 11, A. D. 1899, at 4:03 o'clock P. M.

James B. Brooks
Notary Public
H. A. Doxman
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 12 day of January, A. D. 1900.

By Julia Friend
Attorney in fact

Recorded Jan 12 1900
Estelle D. Brooks
Secretary of Deeds