

This Indenture, Made this 15 day of November in the year of our Lord one thousand eight hundred and ninety nine between James H. Deard & Mary C. Deard his wife & Mary N. Deard widow of Abraham Longship in the County of Douglas and State of Kansas of the first part, and Nellie W. Lane of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 south west quarter of section 26, Township 13, Range 15, also beginning at a stake at the south west corner of north half (1/2) of south half (1/2) of north west quarter of section 26, Township 13, Range 15, thence north 86 1/2° East 33 chains to a stone in the center of said road, thence south 45 1/2° East 4 1/2 chains, thence north 80 1/2° East 4 1/2 chains, thence south 9 1/2° East 16 1/2 chains, thence south 86 1/2° West 20 chains, thence north 9 1/2° West 10 1/2 chains to place of beginning, also beginning on the east line of south east 1/4 section 29, Township 13, Range 15, at a point where said line intersects the center of the Lawrence & Emporia State Road, thence north 83 1/2° West 18 1/2 chains to a point 18 1/2 rods south south line of said quarter section, thence west 2 rods, thence south 7 rods to a point where said line intersects the center of said road, thence north east along center of said road to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Six hundred Dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached.

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 making such sale on demand to the said parties of the first part their heirs and assigns, privilege reserved to pay 100 or any multiple thereof after one year at times any interest payment falls due.

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

Hugh Blair

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 15 day of November, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said county and State, came James H. Deard & Mary C. Deard, & Mary N. Deard widow to me personally known to be the same persons 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 25 Dec 1901

Recorded November 16 A. D. 1897, at 11 o'clock A. M.

Hugh Blair
Notary Public.

H. J. Norcross
Register of Deeds.

The following is enclosed on the original instrument
Receipt: \$1000.00 Apr 6th 1903. Received of James H. Deard.
We within Married Mortgage for the sum of Six hundred
and two dollars in full satisfaction of the within Mortgage
residue to secured interest thereon. Nellie W. Lane.

Recorded April 8th 1903.

Admission
Register of Deeds.