

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety nine between Benjamin F. Clark and Artemitia Clark his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Samuel Gardner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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 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: Lot No. Seventy eight (78), Eighty (80) and eighty two (82) on Grove street in the City of Baldwin Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benjamin F. Clark and Artemitia Clark, his wife 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 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Benjamin F. Clark and wife to the said party of the second part: Samuel Gardner

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 party of the second part his 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 cost 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 Benjamin F. Clark and Artemitia Clark, 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. H. Price

B. F. Clark (SEAL)

Artemitia Clark (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 18 day of November, A. D. 1899, before me, J. H. Price, a Justice of the Peace, a Notary Public in and for said county and State, came Benjamin F. Clark and Artemitia Clark, 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 J. H. Price

Recorded November 20 A. D. 1899, at 10 o'clock A. M. Justice of the Peace

W. B. Foxman 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. Witness my hand, this 24 day of May A.D. 1901 - Samuel Gardner

Recorded June 24 - 1901 -

W. B. Foxman  
Register of Deeds  
By Willie B. Foxman  
Deputy