

This Indenture, Made this 17th day of October in the year of our Lord one thousand eight hundred and ninety ninth between W. Philibert and Desiree Philibert his wife of Medina in the County of Douglas and State of Kansas of the first part, and Mrs. Mary S. Martin of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Eight 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 one half of the north east quarter section No. six (6) Township No. Fifteen (15) Range Twenty (20) in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said W. Philibert and Desiree Philibert, his wife, 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 Eight Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said W. Philibert and Desiree Philibert to the said part ies of the second part: Dated Oct. 17th 1899, Due for years after date, principal of payment in three years but 6 1/2 per cent.

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 part ies 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 part ies making such sale on demand to the said W. Philibert or his wife heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17 day of Oct., A. D. 1899, before me, J. E. Hair, a Notary Public in and for said county and State, came W. Philibert and 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 Aug 3rd 1900
Recorded December 6th A. D. 1899, at 8 o'clock P.M.

Notary Public.

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 hereby created discharged.
 As witness my hand, this 24 day of Dec. A.D. 1901
 Mary S. Martin
 J. E. Hair
 Notary
 Recorded Dec. 31st 1901
 By J. E. Hair, Notary
 Registered of Deeds
 Pay to the W. S. Sopman, Deputy.