

**This Indenture**, Made this Fifteenth day of November in the year of our Lord, one thousand eight hundred and ninety nine between Michael Katherman and Eleanor Katherman husband and wife of Bond P.O. in the County of Douglas and State of Kansas of the first part, and State Correl of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Seventy five (\$75) 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 part of the second part 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 half 1/2 of the north west quarter 1/4 of section number thirty six 36 in Township number Thirteen 13 Range number Eighteen 18 East of the sixth 6th Principal Meridian, containing eighty 80 acres according to Government survey

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except an mortgage for the sum of Ten hundred and fifty dollars in favor of the Union Central Life Insurance Company dated Sept. 19th 1899, Recorded Book 37 Page 214 Douglas County records. This grant is intended as a Mortgage to secure the payment of the sum of Seventy five dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said Michael Katherman and Eleanor Katherman to the said part of the second part: Due in sixty days from date value received with interest at the rate of ten percent per annum from date until paid.

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 of the second part heirs 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 part of making such sale on demand to the said parties of the first part heirs 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.

Sealed  
Signed and delivered in presence of

Witness mark:

James W. Hilley

STATE OF KANSAS,

County of Douglas County } SS.

Michael Katherman (SEAL.)

Eleanor Katherman (SEAL.)

mark (SEAL.)

(SEAL.)

**Be it Remembered**, That on this 24th day of November, A. D. 1897, before me, J. H. Correl, a Notary Public in and for said county and State, came Michael Katherman and Eleanor Katherman husband and 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 Jan 16th 1901

Recorded December 15 A. D. 1897, at 11 o'clock P.M.

J. H. Correl  
Notary Public.

R. S. Saxman  
Register of Deeds.