

This Indenture, Made this Ninth day of December in the year of our Lord one thousand eight hundred and ninety nine between David T. Woodward and Matilda J. Woodward of Clinton Township in the County of Douglas and State of Kansas of the first part, and Lilla M. Barton of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred seventy five 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 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 the south west corner of southeast quarter 1/4 of section No. Twenty six (26) of Township No. Thirteen (13) South of Range No. Eighteen (18) East of the sixth (6th) principal Meridian Kansas. Thence east along south line eighty two (82) rods. Thence north eighty two (82) rods; Thence west eighty two (82) rods to west line of said section; Thence south along west line eighty two (82) rods to place of beginning - Total Two 1/2 fractional acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David T. Woodward and Matilda J. Woodward 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 One hundred seventy five Dollars.

according to the terms of One certain promissory note this day executed and delivered by the said David T. Woodward and Matilda J. Woodward to the said party of the second part:

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 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 party 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part David T. Woodward and Matilda J. Woodward, heirs on demand to the said David T. Woodward and Matilda J. Woodward, 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

David T. Woodward (SEAL)

Matilda J. Woodward (SEAL)

Matilda J. Woodward (SEAL)

Mark (SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 9th day of December, A. D. 1899, before me, Geo. A. Flory, a Notary Public in and for said county and State, came David T. Woodward and Matilda J. Woodward (hus. and wife) 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 Feb-13-1900 Geo. A. Flory Notary Public.
Recorded December 21 A. D. 1899, at 2³⁰ o'clock P. M.

G. H. Doorman
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 31st day of Dec. 1899.
Frank Jiskern.

(Assigned per Book 39-Page 254)

Attest C. W. Armstrong
Register of Deeds.