

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty eighth day of December in the year of our Lord one thousand eight hundred and ninety nine between Augustus S. Wood and Emma S. Wood, his wife of Grant Township in the County of Douglas and State of Kansas of the first part, and W. Stines of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of

Twelve 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: The east half of the north east quarter of the north east quarter of section number Twenty, 20, in Township number Twelve, 12, South, & Range number Twenty, 20, East of the sixth principal meridian and containing Twenty, 20 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

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said Augustus S. Wood and Emma S. Wood to the said party of the second part: on January 1st 1905 with interest thereon from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully 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 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 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.

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

Signed and delivered in presence of

L. H. Correll

Notary Public

Augustus S. Wood

Emma S. Wood

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 26th day of December, A. D. 1899, before me, L. H. Correll a Notary Public in and for said county and State, came Augustus S. Wood and Emma S. Wood 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 Jan. 16th 1901 L. H. Correll
Recorded December 26th A. D. 1899, at 5 o'clock P. M. Notary Public

W. S. Stines

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. No witness my hand this
30th day of October, A. D. 1903.
Hippie S. Stines.
Edwin A. Stines.
William R. Stines.

Recorded Mar 28 "1904.
W. S. Stines
Register of Deeds.

