

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 William S. Skaggs and Eliza S. Skaggs his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and D. H. Henley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 parties 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 west one hundred 100 Acres of the north west quarter of section number nine in Township number fifteen 15 south of Range number eighteen 18 east of the sixth 6th Principal Meridian. And also all that tract or parcel of land situated in the County of Franklin and State of Kansas described as follows to-wit: The west half of the Southwest quarter of section number twenty one 21 in Township number fifteen 15 South of Range number eighteen 18 East of the 6th Principal Meridian.

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 Twenty Three Hundred Dollars

according to the terms of one certain Mortgage note this day executed and delivered by the said William S. Skaggs and Eliza S. Skaggs to the said parties of the second part: Due on the 1st day of January 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 parties of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, for any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the parties 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 parties 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 hand and seal the day and year first above written.

Signed and delivered in presence of

William S. Skaggs (SEAL.)

Eliza S. Skaggs (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Beagle County } SS.

Be it Remembered, That on this 5th day of Jan 1900, A. D. 1899, before me, J. A. Kester a Notary Public in and for said county and State, came William S. Skaggs and Eliza S. Skaggs Person 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 July 1 1908
Recorded January 61 A. D. 1899, at 7 o'clock P. M.

J. A. Kester
Notary Public
L. A. Sorensen
Register of Deeds.



Per Stamps 130

The following is endorsed on the original instrument
\$2338.00 Jan 3, 1900, Received of William S. Skaggs and Eliza S. Skaggs the within indented mortgage the sum of Twenty three hundred and thirty eight and no/100 Dollars in full satisfaction of the within mortgage, and the lien is hereby discharged.
L. H. Conroy

Recorded March 13, 1910
Hoyden Lawrence
Register of Deeds

(Transcript - see Book 47 Page 512)