

This Indenture, Made this First day of January in the year of our Lord one thousand ~~eight~~ ^{nine} hundred and ~~ninety~~ ^{ninety} between Alexander J. Waterson, a widower of Missouri in the County of Douglas and State of Kansas of the first part, and Elizabeth Dixon of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 south eight acres of the north Twenty eight 28 Acres of the west fifty 50 acres in the south west quarter of section number Twenty one 21 in Township number Fourteen 14 South of Range number Twenty 20 east of the sixth 6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 Two hundred fifty dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Alexander J. Waterson to the said party of the second part: Due on the 1st day of January 1905 with interest thereon from date to maturity in default as evidenced by coupon 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 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 making such sale on demand to the said party of the first part heirs and assigns.

In Witness Whereof, The said party 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

L. H. Correll

Alexander J. Waterson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 18th day of January, A. D. 1900, before me, L. H. Correll, a Notary Public in and for said county and State, came Alexander J. Waterson a widower 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 Notary Public.

Recorded January 18th A. D. 1900, at 5⁵⁰ o'clock P. M.

L. H. Doorman
Register of Deeds.

The following is Endorsed on the original Instrument:
Sept 25th 1903. Receiver of Alexander J. Waterson, the within named
Mortgagee the sum of two hundred & fifty Dollars, in full
Satisfaction of the within Mortgage.

Recorded Sept 25th 1903.
A. W. Armstrong
Register of Deeds.

Administrator of the Estate of
Elizabeth Dixon, Decd.