

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Third day of February in the year of our Lord one thousand eight hundred and ninety seven hundred between R. J. Judkins and J. R. Judkins husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles E. Engle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of \_\_\_\_\_ 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 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: Commencing at the south west corner of section Twenty seven (27) in Township No. Twelve (12) South of Range No. Fourteen (14) East of the 9<sup>th</sup> P.M. thence running north along the section line fifty three and one eighth (53 1/8) rods thence east sixty (60) rods thence south fifty three and one eighth (53 1/8) rods thence west sixty (60) rods to place of beginning containing Twenty (20) Acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

R. J. Judkins and J. R. Judkins 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 \_\_\_\_\_

according to the terms of One certain Note this day executed and delivered by the said R. J. Judkins and J. R. Judkins to the said part of the second part: his heirs and assigns

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 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 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 cost 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 R. J. Judkins heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 23<sup>rd</sup> day of February, A. D. 1900, before me,

State, came R. J. Judkins and J. R. Judkins a Notary Public in and for said county and 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 April 13 1902

Recorded February 23 A. D. 1900, at 11<sup>22</sup> o'clock

John M. Newland  
Notary Public.

J. H. Foxman  
Register of Deeds.

The following is enclosed per the original instrument -  
The note herein described having been paid in full, this mortgage  
is hereby released, and the lien hereby created, discharged. As witness  
my hand this 22<sup>nd</sup> day of April A.D. 1901.

Charles E. Engle

Recorded April 22 - 1901 -  
J. H. Foxman  
Register of Deeds -  
Douglas County, Kansas