

JULY 10, 1899, LAWRENCE, KAN.

This Indenture, Made this 20th day of October in the year of our Lord one thousand eight hundred and ninety nine between C. E. Esterly and Lura H. Esterly, his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Sherman A. Harvey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: Begin 200 feet north of the intersection of the north side of Henry street and west side of Allison street thence north 100 feet, thence west 117 feet, thence south 100 feet, thence east 117 feet to place of beginning, in the City of Laurance, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. E. Esterly and Lura H. Esterly 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 Five hundred Dollars

according to the terms of Cert certain promissory note this day executed and delivered by the said C. E. Esterly and Lura H. Esterly to the said party of the second part: his heirs or 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 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 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 C. E. Esterly and Lura H. Esterly, 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

C. E. Esterly

(SEAL.)

Lura H. Esterly

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 23^d day of December, A. D. 1899, before me, Alfred Whitman a Notary Public in and for said county and State, came C. E. Esterly and Lura H. Esterly 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. 14-1903

Recorded February 23 A. D. 1900, at 5⁰ o'clock P. M.

Alfred Whitman
Notary Public.

H. H. Doxman
Register of Deeds.



Rev. Stamps 10¢

The note herein described having been paid in full, this mortgage is hereby released, and the title thereby created, discharged. As witness my hand this 4th day of December A. D. 1901

(Assigned See Book 39 Page 44)

By Ellis B. Johnson, Deputy.

Recorded Dec. 16th 1901
By Ellis B. Johnson,
Register of Deeds.

For off see Book 137 P. 277