

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this 10th day of February in the year of our Lord one thousand eight hundred and ninety 1900 between H. S. Foster and wife Mary B. Foster of Medina in the County of Douglas and State of Kansas of the first part, and David Fager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 north east half 1/2 of the north west one quarter 1/4 section 10 Township fifteen 15 South of Range nineteen 19 East. Containing eighty acres 80 more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. S. Foster and wife Mary B. Foster do hereby covenant and agree that at the delivery hereof they 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 Six hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said H. S. Foster & wife Mary B. Foster to the said party of the second part: David Fager, payable at his home at 6 1/2 per cent interest from date

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 of the first part H. S. Foster and wife Mary B. Foster making such sale on demand to the said H. S. Foster and wife Mary B. Foster 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.

Sealed
Signed and delivered in presence of

J. A. Halliday

H. S. Foster (SEAL.)
Mary B. Foster (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 10 day of February, A. D. 1900, before me, J. A. Halliday, a Notary Public in and for said county and State, came H. S. Foster and wife Mary B. Foster known to me personally 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 Aug 2 1901
Recorded March 3 A. D. 1900, at 11¹⁵ o'clock A. M.

J. A. Halliday Notary Public.
H. S. Foxman 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 is declared null and void.
At witness my hand this 2nd day of March, A.D. 1900.
J. A. Halliday
Notary Public.

Recorded Nov 23 1900.
A. W. Argue
Register of Deeds.