

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Third day of December in the year of our Lord one thousand eight hundred and ninety nine between William H. Hastie (unmarried) and Arthur Hastie of Lansing in the County of Douglas and State of Kansas of the first part, and Mrs. Abby Spray 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 her 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: All of the north east quarter (1/4) of the south west quarter (1/4) of Section 11, T. 15 N., R. 13 E., being south and east of the center of the present public highway running in a north east and south westerly direction through said quarter (1/4) section, containing thirty three and one half acres, 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 William H. Hastie and Arthur Hastie 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 one certain note and six coupons this day executed and delivered by the said William H. Hastie and Arthur Hastie to the said party of the second part her 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 her 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 her 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 of the second part her executors, administrators and assigns, on demand to the said William H. Hastie and Arthur Hastie.

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

Signed and delivered in presence of

William H. Hastie (SEAL.)

Arthur Hastie (SEAL.)

Mrs. Arthur Hastie (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 23rd day of December, A. D. 1899, before me, a Notary Public in and for said county and State, came William H. Hastie, Arthur Hastie and Mrs. Arthur Hastie to me personally known to be the same persons 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 13-1903
Recorded March 13 A. D. 1900, at 1:32 o'clock P. M.

John M. Newlin
Notary Public

H. H. Doxman
Register of Deeds

To Kansas. See Book 77 Page 184

This instrument is Book 44-Page 410.

