

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty sixth day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between Thomas W. Carthy a single man of Medial in the County of Douglas and State of Kansas of the first part, and Emily P. Grover of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, 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: The west half of the north west quarter of the south west quarter of section number eleven 11 in Township number fifteen 15 South of Range number nineteen 19 East of the sixth 6th Principal Meridian and containing Twenty 20 acres according to Government Survey.

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 do 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 dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said Thomas W. Carthy to the said party of the second part: Due on the 26th day of March 1905 with interest thereon from date to maturity or 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 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 in 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 his hand and seal the day and year first above written.

Signed and delivered in presence of

D. H. Corel

Thomas W. Carthy (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26 day of March, A. D. 1899, before me, D. H. Corel a Notary Public in and for said county and State, came Thomas W. Carthy a single man 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. 16 - 1901 D. H. Corel Notary Public.Recorded March 26 A. D. 1899, at 4 o'clock P.M.

W. H. Foxman
Register of Deeds.

The following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand, this 4th day of Oct. - A.D. 1901 -

Emily P. Grover

Recorded Oct. 4 - 1901 -
By W. H. Foxman
Register of Deeds -
By Alice B. Foxman - Deputy