442 This Indenture, Made this \_\_\_\_\_ . Thirtietty March day of in the year of our Lord one thousand eight hydred and ninety misteen hundred between Francis A funder and arginia I. Junden, his wife, both of Media in the County of Denglas and State of Kausan of the first part, and Villiand O. Howard of Baldwind Paruly of Denglas, State of Neuros of the second part, Witnesseth, That the said part toolf the first part in consideration of the sum of DOLLARS, to there duly paid, the receipt Thirty five hundred (\$3500,00) of which is hereby acknowledged, have sold and by these presentado grant, bargain, sell and mortgage to the said part of which is hereby acknowledged, here sold and by check precise precise of land situated in the Country of Douglas and Stree of Kansas, described as follows, to wit The south east quarter (14) of section Twenty five (25) Township fourteen (14) Range miniteen (19) containing Done hundred and sixty (16) 1902 acree, more orless. with all the appurtenances, and all the estate, title and interest of the said part deed of the first part therein. And the said parties of the second part do \_\_\_\_ hereby covenant and agree that at the delively hereof . They not the lawful owner fof the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. 24" This grant is intended as a Mortgage to secure the payment of the sum of Thisly fire hundred dollars! 5 pronussory notes according to the terms offour certain \_this day executed and delivered by the harlies to Mie wit to the said part of the second part: said\_ Relea and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any lech 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 24222 executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted for 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 parties of the first part, their, 3 heirs and assigns. In Witness Whereof, The said part und of the first part, have hereunto set Maran hand and seal the day and year first above written. Signed and delivered in presence of fardow (SEAL.) Red. Stamps #125. lirginia. fardon (SEAL.) (SEAL,) STATE OF KANSAS, SS. (SEAL.) County of Douglas Be it Remembered, That on this March day of. A. D. 18 gas, before me, 1. 1 Sutler , a Notary Public in and for said county and State, came Francis D. fordow and Virginia I. Jardon his wifel 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. J. J. Butter Sept- 21- 1902 My commission expires \_ Notary Public Recorded \_\_\_\_\_And D. 1900, at \_//\_\_o'clock Q. M. 4 Si Dosmand