

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of June in the year of our Lord one thousand eight hundred and ninety Nineteen between M. H. Cardwell (widower) of Decatur in the County of Douglas and State of Kansas of the first part, and G. B. Alder of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred DOLLARS, to him 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 Lots One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) in Block thirty seven (37) in the City of Decatur Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said M. H. Cardwell do hereby covenant and agree that at the delivery hereof being 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 Three hundred dollars according to the terms of and certain Notes and Six Coupons this day executed and delivered by the said M. H. Cardwell to the said part of the second part:

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 part 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 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 making such sale on demand to the said M. H. Cardwell heirs and assigns.

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

Signed and delivered in presence of

Not stamped according to law

M. H. Cardwell (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 11th day of June, A. D. 1900, before me, John M. Newlin a Notary Public in and for said county and State, came M. H. Cardwell

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13 1903 John M. Newlin Notary Public.

Recorded June 22 A. D. 1900, at 3⁴⁰ o'clock P. M.
B. H. Foxman Register of Deeds.

