

JOURNAL OF LAWYERS, KAN.

This Indenture, Made this 23 day of December in the year of our Lord one thousand eight hundred and ninety nine between Abram S. Vaughan and Ida Vaughan his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and George H. Amundsen of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five hundred and fifty five \$55 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged; he has 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 east half of the north east quarter of section No. Twenty six (26) in Township No. Fourteen (14) South of Range No. Twenty (20) East of the sixth Principal Meridian Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Abram S. Vaughan & Ida Vaughan do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage of \$600.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty five \$55 Dollars according to the terms of Five certain Notes of equal amounts this day executed and delivered by the said first parties to the said party of the second part: Payable in one, two, three, four & five years with interest at six per cent per annum payable annually.

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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the second part making such sale on demand to the said Abram S. Vaughan his 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,

Signed and delivered in presence of

Abram S. Vaughan (SEAL)

Ida A. Vaughan (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 27 day of March, A. D. 1902, before me, J. H. Price a Justice of the Peace, a Notary Public in and for said county and State, came Abram S. Vaughan and Ida Vaughan his wife 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

Recorded Sept. 5 A. D. 1900, at 11 o'clock A. M. Justice of the Peace.

J. H. Price  
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, discharged. As witness my hand this 16 day of October, A.D. 1902.

Geo. H. Amundsen,

Witness,  
Hugh Blair,

By Billie B. Johnson,  
Register of Deeds,  
Deputy.

Recorded Oct. 7<sup>th</sup> 1902—

J. H. Price,

Register of Deeds,