

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 his executor, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, 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 his heirs and assigns. In testimony whereof, the said party of the first part, has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of.

C. G. Husted (seal)

L. H. Corser, R. M. Morrison

State of Kansas } s. s.

Douglas County } Be it remembered, that on this 4th day of January A. D. 1901 before me L. H. Corser, a Notary Public in and for said County and state came C. G. Husted, 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.



L. H. Corser,

My Commission expires Jan. 16th 1901.

Notary Public.

Recorded Jan-4, A. D. 1901, at 1st o'clock, P. M.

L. J. Doorman
Register of Deeds-

This mortgage, made this 31 day of December 1900 by Edmund H. Eaton, a widower of the county of Douglas and State of Kansas, of the first part, to Herschel Bartlett, Willoughd. Bartlett and David L. Bartlett, comprising the firm of Bartlett Brothers, of St. Joseph, Missouri, party of the second part, in witness that said party of the first part, in consideration of the sum of Three hundred dollars, to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, their heirs or assigns, the real estate situated in the county of Douglas and State of Kansas, particularly bounded and described as follows, to-wit: The north west quarter of section One (1) and the north east quarter and the west one hundred (100) acres of the south east quarter of section two (2), all in township Fifteen (15) of Range Twenty (20), containing four hundred twenty (420) acres. To have and to hold the same forever, provided, however, that whereas the said party of the first part has this day, for value received, executed and delivered to the said Bartlett Brothers, Ten Negotiable Promissory Notes, each for the sum of Thirty and no Dollars due respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months after August 1st, 1900, with interest from maturity at the rate of ten per cent per

4 for balance due next Page.

The following is returned on original instrument
The first secured book within number as herein provided