

This Indenture Made this nineteenth day of February in the year of our Lord one thousand eight hundred and eighty three between George J. Hardtaker and Susanna his wife of Marion Township in the County of Douglas and State of Kansas of the first part and Ellis B. Noyes of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Thirteen hundred and seventy five \$⁰⁰ Dollars to them 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

The South East one quarter $\frac{1}{4}$ of Section One 1 Township fifteen 15 Range Eighteen 18

with the appurtenances and all the estate title and interest of the said parties of the first part therein

and the said George J. Hardtaker and Susanna his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred and seventy five \$⁰⁰ Dollars according to the terms of Two certain Notes this day executed and delivered by the said George J. Hardtaker and Susanna his wife to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for 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 his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest 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 George J. Hardtaker his heirs or assigns

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written

George J. Hardtaker { Seal }
Susannah Hardtaker { Seal }

The following is indorsed on the original instrument.
The note secured by this mortgage having been paid in full this mortgage is hereby raised and discharged.
Dec. 16. 1897

By Ellis B. Noyes
A. E. Noyes Agt.

Recorded December 20. 1884 at 4:42, O'clock P. M.

Register of Deeds.