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This Indenture, Made this 4th day of May in the year of our Lord, one thousand nine hundred and five, between Sarah J. Rugh a widow woman of Ottawa in the County of Franklin and State of Kansas, of the first part, and Rebecca Carpenter of Baldwin, Douglas County Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her 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 West half (W½) of the North West Quarter (N.W.¼) of the North West Quarter (N.W.¼) of Section Ten (10) Township Fifteen (15) of Range Twenty (20) East of the 6th Principal Meredian Containing 20 acres more or less.

Rebecca X Carpenter Mark

Witness G. M. McClarty L. McCampbell.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do es hereby covenant and agree that at the delivery hereof she is 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 ($300) according to the terms of a certain note this day executed to the said part y of the second part and delivered by the said Sarah J. Rugh and payable in two years from this date bearing interest at the rate of eight per cent per annum Interest payable annually. With privilege to the party of the first part to pay the same at the end of one year if she desires so to do

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 of the taxes or assessments that are not paid when the same become due and payable, or the amount of 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 y of the second part executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, 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 of making such sales, and the overplus, if any there be, shall be paid to the part y making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sarah J. Rugh [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS, County of Franklin } ss.

BE IT REMEMBERED, That on this 4th day of May A. D. 1905, before me a Notary Public in and for said County and State, came Sarah J. Rugh a widow woman 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 and affixed my official seal on the day and year last above written.

My Commission Expires Dec. 12 1907. Geo. D. Stineburgh Notary Public.

Filed for Record the 8 day of May A. D. 1905, at 11 15 o'clock A. M.

A. W. Armstrong Register of Deeds.

By Elsie Cornbrooks Deputy.

Received Mar 20th 1906. A. W. Armstrong Register of Deeds.

This instrument is entered on the original instrument. Witness my hand and seal this 19th day of March A.D. 1906. A. W. Armstrong Register of Deeds.