THIS INDENTURE, Marke this 13th day of June, in the year of our Lord, one thousand nine hundred and fifteen, between Isaac B. Garst a widower of Quinter, in the County of Goverand State of Kansas of the first part and H. A. Kesler of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of One Thousand Dollers to him duly paid, the receipt of which is hereby soknowledged, have sold and by these presents do Grant, Bargain, Sell and Mortgage to the said party

nave sold and by these presents <u>an</u> oracle, Bargenn, sell and mattenge to the sell part 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 Kansis, described as follows, to-mit: The East half ( $\frac{1}{2}$ ) of the Southeast quarter ( $\frac{1}{2}$ ) of Section Eighteen (18), Township Fifteen (15), Range Eighteen, East of the Sixth Principal Meridian. with all the apputtenances, and all the estate, title and interest of the said

party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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 One Thougand & 00/100 Dollars according to the terms of one certain promissory note this day executed by the said Isaao B. Garst to the said party of the second part being even date herewith and due in five years from date with interest at seven percent per annum, payable annually. Privilege granted to pay \$100.00 or any multiple thereof on the principal at any interest payment.

And this conveyance shall be woid if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if thetaxes on said land are not paid when the same become due and payable, or if the Ir thetaxes on said land are not paid when the same become due and payable, or 11 the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lewful for the said party of the second part, his exsoutors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profsaid premises and all the improvements thereon, and receive the rents, issues and prof-its thereof, and to sell the premises hereby granted, or any part thereof, in the man-ner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of 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 Isaac B. Garst, his heirs and assigns. IN WITMESS 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

Issao B. Garst (SEAL) John R. Parsons.

State of Kansas, Gove County, SS.

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BE IT REMEMBERED, That on this 11th day of September, A.D. 1915, before me, a Notary Public in and for said County and State, came Isaac B. Garst, a widower, 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 hereinto subscribed my name and affixed my official seal, on the day and year last above written. My commission expires 11th day of January, 1918(SEAL) John R. Parsons, Notary Public.

Recorded Sept., 13th., A.D. 1915, at 11:35 o'clock A.M.

Floy 1 Lawrence Replacer of Deeds, Kis, 6. World Deputt.

For and in consideration of five hundred (\$500,00) Dollars to him in hand paid, the receipt of which is hereby acknowledged, Enoch Wickersham the mortgagee within named, does hereby assign and transfer to Richard W. Carter of Marathon Fla. or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the all my right, title and interest to the lands and tenements in said mortsaid \_\_\_\_\_all my right, tit gage mentioned and described.

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IN WIINESS WHEREDF, I have hereunto set my hand and seal at Lawrence in the County of Douglas and State of Kansas this 11th day of September A. D. 1915. Signed, seeled and delivered in presence of M. A. Gorrill

Enoch Wickershan. (SEAL)

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 11th day of September A.D. 1915, before me, Rosa M. Wilks, a NOtary Public in and for said County and State, came Enoch Wickersham to me personally known to me the be the same person who executed the foregoing instrument of writing and duly soknowledged 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 May 15 1919. (SEAL) Rosa M. Wilks, Notary Public.

Recorded Sept:, 20th., A.D. 1915, at 3:15 o'clock P.H.

Coy IL Lawrence Register of Deeds, Geo, C. Meter Deputy.

With the second second Statistic Statistics