

Mortg. Rec. 2

This Indenture, Made this 16th day of July in the year of our Lord one thousand eight hundred and eighty one between Stephen Studebaker ^{and} Susan Studebaker his wife of Willow Springs in the County of Douglas ^{and} State of Kansas of the first part ^{and} Daniel Henry of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Nine Hundred (900.) 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 North East quarter of Section Seventeen (17) in Township Tenth (10) of Range Thirteen (13) containing One Hundred and Sixty acres (160) according to the United States survey, with the appurtenances ^{and} all the estate title and interest of the said parties of the first part therein. And the said Parties of the first part 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 encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred (900.) — according to the terms of Three certain promissory notes this day executed and delivered by the said parties of the first part 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 and out of all the money 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 surplus if any there be shall be paid by the party making such sale or demand to the said Parties of the first part their heirs or assigns.

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

Signed Sealed & Delivered in the Presence of
D. W. Littell
L. S. Steele

Stephen Studebaker ^{Seal}
Susan ^{Seal} Studebaker
witness

State of Kansas Douglas County, ss.

Be it Remembered That on this 16th

The foregoing is endorsed on the original. Instrument
The debt secured within having been paid in full &
Acknowledged satisfaction of this mortgage.
Attest R. J. Johnson Daniel Henry
Recorded August 18th 1884 at 2:20 P.M.
H. J. Womack, Register of Deeds