

This Indenture, Made this 9 day of August in the year of our Lord one thousand eight hundred and eighty 9 between J. M.utton and Martha J.utton his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George H. Steele of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and twelve DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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: Lot 222 and 224 in South half of Sub-division of Block Five in North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 Two hundred and Twelve Dollars according to the terms of One certain Note this day executed and delivered by the said Best parties to the said party of the second part:

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 interest thereon, or the taxes, or if 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 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said J. M.utton heirs and assigns.

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

Signed and delivered in presence of

J. M.utton (SEAL.)
Martha J.utton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of August, A. D. 1889, before me, L. H. Steele, a Notary Public in and for said County and State, came J. M.utton and Martha J.utton his wife to me personally known to be the same persons 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.

My commission expires June 17 1890. L. H. Steele Notary Public.
Recorded Aug 10 A. D. 1889, at 9 o'clock P. M.

James Brooks Register of Deeds.

The foregoing is indented on the original instrument. No flat fees, disbursements having been paid in full this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 7th day of November 1898. George H. Steele

Recorded Nov 12th 1898.

This mortgage is indented on the original instrument. No flat fees, disbursements having been paid in full this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 15th day of December A. D. 1898. L. H. Steele