

MORTGAGE RECORD

This Indenture, Made this 30 day of November in the year of our Lord one thousand eight hundred and eighty nine between John W. Utteman and Malinda Utteman his wife of the Township of Marion in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and thirty five 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 West quarter 1/4 of the South East quarter 4 of Section number Ten (10) in Township Fourteen (14) of Range Eighteen (18) in said County and State containing 40 acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John W. Utteman and Malinda Utteman 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 Two hundred and thirty five dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable 12 months after date with interest at 10% per annum payable semi-annually

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 parties of the first part their heirs and 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 and delivered in presence of

John W. Utteman (SEAL.)
Malinda Utteman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30 day of November, A. D. 1889, before me, James M. Hendry, a Notary Public in and for said County and State, came John W. Utteman and Malinda Utteman 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 1st Aug 1893. James M. Hendry Notary Public.

Recorded Dec 4 A. D. 1889, at 2 o'clock P. M.

James M. Hendry
Notary Public

*The following is a statement in this instrument
this note secured by this mortgage having been paid in full
therefor this mortgage is discharged dated 23 October 1892
Hugh Blair
Recorded October 22 1892
James M. Hendry
Notary Public*

