

This Indenture, Made this 19th day of December in the year of our Lord one thousand eight hundred and eightynine between Harriet S. Sudd unmarried of Valley Falls in the County of Jefferson and State of Kansas of the first part, and Walter D. Butts of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred thirty five and 3/4 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 equal undivided one fourth of the Southwest quarter of the Northwest quarter of Section Eleven (11) in Township Thirteen (13) South and in Range Twenty (20) East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Harriet S. Sudd does 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 thirty five and 3/4 dollars

according to the terms of one certain promissory note this day executed and delivered by the said Harriet S. Sudd to the said party of the second part: payable two years after date, with interest at the rate of ten per cent per annum payable 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 Harriet S. Sudd her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Harriet S. Sudd (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 19th day of December, A. D. 1889, before me, Charles Chadwick, a Notary Public in and for said County and State, came Harriet S. Sudd unmarried, who is to me 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 6th 1891.

Recorded Dec 21 A. D. 1889, at 3 o'clock P. M. Douglas County, Kas.

James Brooks Register of Deeds

The following is recorded in the original instrument
in consideration of full payment of the within mortgage
I hereby release the same this 21st day of December 1889
Recorded March 30th 1890
Walter D. Butts

2003

This instrument is a mortgage in fee simple and is not subject to redemption
It is hereby acknowledged that the within mortgage is hereby paid
and the title hereby created is discharged
I, Witness my hand this 9th day of March A.D. 1892
Recorded March 10th 1892 at 10 o'clock A.M. James Brooks Register of Deeds
Robert A. Yates