

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of November in the year of our Lord one thousand eight hundred and Ninty between J. D. Sutton and Lucinda Sutton his wife of Medea in the County of Douglas and State of Kansas of the first part, and H. A. Doyen & D. B. Doyen her husband of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven Hundred XX 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 parties of the second part their 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: lots thirty nine (39) forty (40) forty one (41) forty two (42) forty three (43) and forty four (44) on College Street in Medea Douglas County, Kansas do have and to hold the same together with all the tenements and

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. D. Sutton and Lucinda Sutton his wife do hereby covenant and agree, at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars \$900.00 according to the terms of a certain promissory note this day executed and delivered by the said J. D. Sutton and Lucinda Sutton his wife to the said parties 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 parties of the second part their 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 part of the second part executors, administrators or assigns; and out of all 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 overplus, if any there be, shall be paid by the parties making such sale on demand to the said J. D. Sutton and Lucinda Sutton his wife or their heirs or assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. D. Sutton (SEAL.)
Lucinda Sutton (SEAL.)
mark (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 29 day of November, A. D. Eighteen hundred and Ninty, before me W. L. Docter, Notary Public in and for the County and State, aforesaid, came J. D. Sutton and Lucinda Sutton his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires March 15 1894 W. L. Docter

Recorded Dec 15 A. D. 1892, at 4²⁴ o'clock P M.

Notary Public.

James Brooks
 Register of Deeds

The following is endorsed on the original instrument:

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

19th day of March 1896

H. A. Doyen

D. B. Doyen

Recorded Dec. 20, 1900

Willie B. Johnson

Deputy Register

W. L. Docter

Notary Public