

JOURNAL CO. LAWRENCE, KAN.

(The following is endorsed on Original Instrument)  
 Burlington Vt November 10th 1894  
 Received of Mary E. Cutler the within named  
 mortgage the sum of two hundred thirty seven  
 and 00/100 dollars in full satisfaction of the within  
 mortgage.  
 John M. Miller

# 237 67

Aug 13 1892  
 Recorded  
 J. P. Slaughter  
 Register of Deeds  
 Jewellman Dep

This Indenture, Made this 1<sup>st</sup> day of June in the year of our  
 Lord one thousand eight hundred and ninety two  
 between Mary E. Cutler and Charles Cutler her husband  
 of Baldwin in the County of Douglas and State of Kansas  
 of the first part, and John M. Miller  
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of  
Two hundred 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: Lot number forty one (41) forty two (42) forty three (43) and  
forty four (44) of Fifth Street in Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Mary E. Cutler and Charles Cutler her husband  
 do hereby covenant and agree, <sup>that</sup> 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 Dollars  
 according to the terms of Four certain Promissory Notes this day executed and delivered by the  
 said Mary E. and Charles Cutler to the said party of the second part:  
payable at the Baldwin City Bank with 8% interest from date

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 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 Mary E. & Charles Cutler their  
 heirs and assigns.

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

Signed and delivered in presence of

J. P. Slaughter

Mary E. Cutler  
Chas Cutler

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 3<sup>rd</sup> day of June, A. D. 1892, before me  
J. P. Slaughter a Notary Public in and for said County and  
 State, came Mary E. Cutler and Charles Cutler her husband  
 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 6 Feb 1895 J. P. Slaughter  
 Recorded June 14 A. D. 1892, at 11 o'clock A. M.

James Brooks

Register of Deeds