

JOURNAL CO. LAWYER, KAN.

This Indenture, Made this 14th day of March in the year of our Lord one thousand eight hundred and ninety three between Clara Curtiss Widow of Clinton in the County of Douglas and State of Kansas of the first part, and H. F. March of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred and Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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: North Ninety (90) Acres of the West One Hundred (100) Acres of North West Quarter of Section No Twenty Six (26), in Township No Thirteen (13) South of Range No Eighteen (18) first party reserves the privilege of paying \$100, or any multiple thereof in one year or at any interest payment thereafter

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said doth 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 and she with warrant & deed the same in the quiet and peaceable possession of second party her husband assigns forever against all persons claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Fifty Dollars (\$450) according to the terms of one certain promissory note this day executed and delivered by the said Clara Curtiss to the said party of the second part: payable in three years with interest as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until paid

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 her 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 her 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 Clara Curtiss 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. Clara Curtiss (SEAL.)

Signed and delivered in presence of

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 14th day of March, A. D. 1893, before me J. I. Steele, a Notary Public in and for said County and State, came Clara Curtiss a widow to me personally 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 June 18 1894 J. I. Steele Notary Public
Recorded March 3 A. D. 1893, at 11⁴⁵ o'clock M.

Register of Deeds

The following is indorsed on original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
H. F. March
18th day of Feb 1896.

Recorded Feb 18 1896 James Brooks Register of Deeds
H. F. March