

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety three between William Sutton and Serena Sutton his wife of Town Round in the County of Douglas and State of Kansas of the first part, and Daniel Duck of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 West half of the South West quarter of Section Number Five in Township Number Fourteen of Range Number Eighteen and also the East half of the South East quarter of Section Number Six in Township Number Fourteen of Range Number Eighteen containing in all One hundred and Sixty acres according to the United States Government Survey

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Sutton and Serena Sutton 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 One Thousand Dollars according to the terms of One certain promissory note made this day executed and delivered by the said William Sutton and Serena Sutton to the said party of the second part: payable one year after date with 7 1/2 per cent interest, payable semi annually both principal and interest payable at the Bank at Richmond Kansas

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 William Sutton and Serena Sutton 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

William Sutton (SEAL.)Serena Sutton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Shawnee } ss.

Be it Remembered, That on this 25 day of February, A. D. 1893, before me Albert Heese, a Notary Public in and for said County and State, came William Sutton and Serena Sutton husband and 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 July 14 1894Recorded June 12th A. D. 1893, at 10 o'clock A. M.

Notary Public.

Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged
As witness my hand this 1st day of March A.D. 1894
Daniel Duck

Recorded March 10th 1894
James Brooks
Register of Deeds

L.B.