

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of September in the year of our Lord one thousand eight hundred and ninety-three between William L. Tuttle and Emma Tuttle, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Mrs. E. J. Pinner of Rosalia, Wayne County New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred and sixty 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 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: The South eighty (80) acres of the North West quarter of Section No Twenty-seven (27), in Township No Thirteen (13) South, of Range No Twenty (20) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said second party, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and sixty dollars according to the terms of One certain Mortgage this day executed and delivered by the said parties of the first part to the said parties of the second part: due in three years after date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten percent per annum, until fully 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 parties 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 parties 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 parties making such sale on demand to the said parties of the first part, their heirs and 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

W. L. Tuttle
Emma Tuttle

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 11th day of September, A. D. 1893, before me L. A. Wright a Notary Public in and for said County and State, came William L. Tuttle and Emma Tuttle 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 Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 21, 1895

Recorded September 19th A. D. 1893, at 10 o'clock A. M.

L. A. Wright

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument:
Received of William L. Tuttle, the sum of eight hundred and sixty and no dollars, in full satisfaction of the within mortgage.
Witness my hand and seal this 11th day of September 1893.
J. J. Pinner, Register of Deeds of Douglas County, Kansas.