

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this third day of October in the year of our Lord one thousand eight hundred and ninety three between William Beer and Anna E. Beer his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Sarah E. Cutter of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven 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 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: Beginning at a stone set for the center of Section No. sixteen (16) in Township No. fourteen (14) South, of Range No. twenty (20) East of the 6th PM, thence running North on Half-section line 52 Rods, thence West parallel with the East and West Half-section line 110 Rods to a hedge fence, thence South along said hedge fence 52 Rods, thence East on Half-section line 110 Rods to place of beginning, containing 35 and 3/4 acres of land; Also a right of way for a road to said land, described as follows: Beginning at a point 52 Rods North of the center of Section 16, Township 14, Range 20 aforesaid, thence running North along the West side of a hedge fence 10 1/2 Rods to center of a public road located on the line between Sections 16 and 15, thence West 50 feet, thence South 10 1/2 Rods, thence East 50 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties 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 seven hundred dollars according to the terms of one certain mortgage note due in five years from 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 per cent per annum, until fully paid. this day executed and delivered by the said parties of the first part to the said party of the second part: 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 parties of the first part, 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

Wm. Beer (SEAL.)  
Anna E. Beer (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 3<sup>d</sup> day of October, A. D. 1893, before me J. R. Night, a Notary Public in and for said County and State, came William Beer and Anna E. Beer, his 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 April 21 1895 J. R. Night Notary Public.  
Recorded Oct 3 A. D. 1893, at 6 o'clock P M.

James Brooks  
Register of Deeds.

The foregoing was indorsed on the original instrument December, 28<sup>th</sup> 1898  
\$7000. Received of William & Anna E. Beer, the within named Mortgagees the sum of Seven Hundred and 75 Cents, in full satisfaction of the within mortgage

Sarah E. Cutter

Recorded Dec. 28<sup>th</sup> 1898  
G. W. Lamm  
Register of Deeds  
By J. R. Night, Deputy