

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this thirteenth day of January in the year of our Lord one thousand eight hundred and ninety nine between J. A. Matter and wife Annie E. Matter of Baldwin in the County of Douglas and State of Kansas of the first part, and The Kansas Educational Association of the Methodist Episcopal Church of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Eight 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 Association of the second part all 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 half of South West quarter Sec. Seventeen (17) T. 25 N. (15) S. 10 E. Range Twenty (20) East of 6<sup>th</sup> P.M. & North half South East quarter Sec. Eighteen (18) T. 25 N. (15) S. 10 E. Range Twenty (20) East of 6<sup>th</sup> P.M. Six right of way as conveyed to S. & R. Co. & Parts of North West quarter of Sec. Seventeen (17) North East quarter Sec. Eighteen (18) T. 25 N. (15) S. 10 E. Range Twenty (20) East of 6<sup>th</sup> P.M. Commencing 65 rods west of the South East corner of North East quarter Sec. Eighteen (18) of one said Thence East 220 rods to the South East corner of North West quarter Sec. Seventeen (17) of one said Thence North 170 rods Thence West 220 rods Thence South 170 rods to place of beginning containing ten acres more or less, less said R.R. right of way with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. A. Matter and wife 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 Eight hundred dollars (\$800) according to the terms of one certain First Mortgage Note this day executed and delivered by the said J. A. Matter and Annie E. Matter to the said Association 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 part of the second part all 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 part of the second part 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 for making such sales, and the overplus, if any there be, shall be paid by the part Association making such sale on demand to the said J. A. Matter and wife heirs and assigns.

In Witness Whereof, The said part 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. A. Matter (SEAL.)  
Annie E. Matter (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16 day of Jan, A. D. 1895, before me, J. E. Kair a Notary Public in and for said County and State, came J. A. Matter and Annie E. Matter 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 Aug 3 1896 J. E. Kair Notary Public.  
Recorded Jan 17 A. D. 1895 at 9 o'clock A M.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument  
The note herein described, having been paid in full this mortgage is hereby released and the lien hereby created discharged  
As Witness my hand this 23 day of July A. D. 1900  
The Kansas Educational Association of the Methodist Episcopal Church  
by C. S. Parmenter Pres.  
J. S. Murphy Secy  
Recorded July 26 1900  
H. H. Hopman  
Register of Deeds

The following is endorsed on the original instrument  
The note herein described, having been paid in full this mortgage is hereby released and the lien hereby created discharged as witness my hand this 23 day of March A. D. 1895

The Kansas Educational Association of the Methodist Episcopal Church  
by J. M. Sullivan, Attorney in fact of said Association

Recorded April 1st 1895  
H. H. Hopman Register of Deeds  
W. H. C. Dyer