

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety five between Benjamin Lutton and Jane M. Lutton his wife of the first part in the County of Douglas and State of Kansas of the first part, and and Harrison Bare of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of Five 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 part I 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 one half (1/2) of South West quarter (1/4) of Section Thirty Two (32) Township Fourteen (14) Range Nineteen (19) and the North Half, Sec 31 of the South East quarter (1/4) of the South East quarter (1/4) of Section Thirty Four (34) Township Fourteen (14) Range Nineteen (19) East of the Sixth principal Meridian in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Benjamin Lutton and Jane M. Lutton his 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 Five Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Benjamin Lutton and Jane M. Lutton to the said part III 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 III of the second part the 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 the 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 party making such sale on demand to the said Benjamin Lutton and Jane M. Lutton their heirs and assigns.

In Witness Whereof, The said part III of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

@ F Mosher

g e Bare

Benjamin Lutton

Jane M. Lutton

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 1st day of March, A. D. 1895, before me, Phoebe J. Bare, a Notary Public in and for said County and State, came Benjamin Lutton and Jane M. Lutton 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 Dec 21st 1898

Recorded March 5 A. D. 1895 at 9 o'clock AM.

Notary Public.

Phoebe J. Bare
Jane M. Brooks
Register of Deeds.

The following is returned on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released, and the lien hereby created is discharged.
As Witness my hand this 23rd day of July A. D. 1900,
attest B. R. Lutton
by J. C. Bare agt.
Recorded July 24th 1900, W. B. Youmans Register of Deeds.