

This Indenture, Made this Twenty seventh day of April in the year of our Lord one thousand eight hundred and ninety five between Robert Sutter of Lamar in the County of Douglas and State of Kansas of the first part, and T. C. Mendenhall of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: South 1/2 North West 1/4 Section Thirty Three (33) Township Thirteen (13) Range Nineteen (19) Containing Eighty (80) acres

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert Sutter does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Fifteen Hundred Dollars according to the terms of six certain promissory notes this day executed and delivered by the said Robert Sutter to the said party of the second part: T. C. Mendenhall. Said 6 notes are payable as follows: viz: 1st Note 18 Months 2nd 24 Months 3rd 30 Months 4th 36 Months 5th 42 Months 6th 48 Months from date 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 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 Party of the first part Robert Sutter his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Robert Sutter (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 27 day of April, A. D. 1895, before me, J. M. Spencer, a Notary Public in and for said County and State, came Robert Sutter of Lamar Kansas 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 Sept 15th 1896
Recorded April 30th A. D. 1895 at 11 o'clock A. M.

J. M. Spencer Notary Public.
James Brooke Register of Deeds.

Released See Book 33 Page 300

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