

This Indenture, Made this 23^d day of March in the year of our Lord one thousand eight hundred and ninety nine between David H. Studebaker and his wife Elizabeth Studebaker of Shiloh Springs in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen 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 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 North East quarter of Section Seventeen (17) Township Fourteen (14) Range Nineteen (19) East of the 6th Principal Meridian, containing One hundred and fifty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David H. Studebaker 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 Sixteen Hundred Dollars, five years after date with interest at seven per cent per annum payable annually according to the terms of One certain coupon note first coupon attached this day executed and delivered by the said David H. Studebaker and Elizabeth Studebaker his wife 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 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 David H. Studebaker, his 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

David H. Studebaker (SEAL.)
Elizabeth Studebaker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 23^d day of March, A. D. 1899, before me, Geo. A. Banks, a Notary Public in and for said County and State, came David H. Studebaker and Elizabeth Studebaker 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-1 1896
Recorded April 30th A. D. 1899 at 2:45 o'clock P. M.

Geo. A. Banks Notary Public.
James Brooks Register of Deeds.

The following is enclosed on the original instrument.
The note herein described having been paid in full
This Mortgage is hereby released and the line thereby
Created is changed. By witnesses my hand this
fifteenth day of Feb. A.D. 1904.
Joseph Lewis
Sole heir of Mary F. Lewis deceased

Recorded Feb 23rd 1904.
A. W. Thompson
Register of Deeds.

(Assigned in Book 31 Page 564)

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