

This Indenture, Made this Tenth day of September in the year of our Lord one thousand eight hundred and ninety five between William N. Cleland and wife (Alice M.) of Lawrence in the County of Douglas and State of Kansas of the first part, and William Butcherfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand (\$1000.00) 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: East half of S. E. Quarter of Section No. 37 Township 19 Range 19.

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

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand dollars according to the terms of a certain Note 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 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 parties of the first part or their 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

William N. Cleland (SEAL.)

Alice M. Cleland (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 10<sup>th</sup> day of Sept, A. D. 1895, before me, N. S. March, a Notary Public in and for said County and State, came William N. Cleland and Alice M. Cleland

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 July - 11 - 1897

Recorded Sept 10 A. D. 1895 at 7<sup>55</sup> o'clock P. M.

Notary Public.

N. S. March  
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 same hereby created  
discharged. As witness my hand, this 17<sup>th</sup> day of Sept. A.D. 1900.  
William Butcherfield.

Recorded - Sept. 17<sup>th</sup> - 1900 -  
U. S. Johnson,  
Register of Deeds,  
By Lillian B. Johnson  
Deputy.

