

This Indenture, Made this first day of October in the year of our Lord one thousand eight hundred and ninety five between Frank Sturdy and Ellen Sturdy his wife and George F. Sturdy a single man of Douglas in the County of Douglas and State of Kansas of the first part, and T. C. Baker of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 West half of the South East quarter of Section No. Twenty-two (22) in Township No. Fourteen (14) South of Range No. Twenty (20) East of 6 Principal Meridian, containing Eighty (80) 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 Frank Sturdy and George F. Sturdy 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 Mortgage note this day executed and delivered by the said Frank Sturdy and George F. Sturdy to the said party of the second part: due in five (5) years from date with interest from date until paid at the rate of six (6) per cent per annum payable annually

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 their heirs and assigns.

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

Signed and delivered in presence of

Frank Sturdy (SEAL.)
Ellen Sturdy (SEAL.)
Geo F. Sturdy (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of October, A. D. 1895, before me, Wm S. Sinclair a Notary Public in and for said County and State, came Frank Sturdy and Ellen Sturdy his wife and Geo F. Sturdy a single man 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 October 14th 1896. Wm S. Sinclair Notary Public.
Recorded Oct 7th A. D. 1895 at 3⁴⁵ o'clock P. 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 thereby created is discharged as witness my hand this 25th day of March A.D. 1898
T. C. Baker

Recorded March 26, 1898.
Wm S. Sinclair
Register of Deeds