

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety six between Emma J. Butts and N. D. Butts her husband of Valley Falls in the County of Jefferson and State of Kansas of the first part, and David H. Hubbard of the County of Essex, State of Vermont of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Six Hundred (600) 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 us 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 South West quarter of the North West Quarter of Section Seven (7) Township Thirteen (13) Range Twenty (20) East of the 6<sup>th</sup> PM containing 40 Acres MORE OR LESS

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Emma J. Butts and N. D. Butts 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 indefensible 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 Six Hundred (600) Dollars according to the terms of their one certain Coupon Note this day executed and delivered by the said Emma J. Butts to the said party of the second part: which note bears interest at the rate of seven per cent. per annum, payable semi-annually, with interest at ten per cent. per annum after maturity, said principal note being due and payable within years after date. Grantors reserving right to pay \$700 or multiples at any interest payment 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 us 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 us 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 Emma J. Butts 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

Emma J. Butts (SEAL.)  
N. D. Butts (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Jefferson

Be it Remembered, That on this 15 day of January, A. D. 1896, before me, Jno Beland, a Notary Public in and for said County and State, came Emma J. Butts and N. D. Butts her husband 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 March 3 1897  
Recorded Jan 18 A. D. 1896 at 10<sup>30</sup> o'clock A. M.

Jno Beland Notary Public.  
James Brooks Register of Deeds.

(For Assignment See Book 44 Page 432) (For Assignment See Book 44 Page 432) (For Release See Book 44 Page 432)