

This Indenture, Made this 11th day of March in the year of our Lord one thousand eight hundred and ninety six between Frank Bitterly an unmarried man of Byemina in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two Hundred

DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents do — grant, bargain, sell and mortgage to the said part y 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: Beginning at a point on the North line of the North East quarter (1/4) of section Twenty (20) in Township Fourteen (14) of Range Twenty (20) distant fifty-one and 2/3 rods West of the North East corner thereof thence running West Twenty-six and 2/3 rods South Ten rods West sixteen (16) rods South forty-nine rods East Ninety-four (94) rods North twenty-five (25) rods West fifty-one and 2/3 rods North thirty-four (34) rods to place of beginning containing 22 1/2 acres more or less with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Frank Bitterly do 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 Two hundred Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Frank Bitterly to the said part y of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached.

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 part y 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 part y making such sale on demand to the said Party of the first Part, his heirs and assigns.

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

Signed and delivered in presence of

Jennie Watt

Frank Bitterly (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of March, A. D. 1896, before me, Chas Chadwick, a Notary Public in and for said County and State, came Frank Bitterly an unmarried 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 Sept 11 1899

Recorded March 12 A. D. 1896 at 11¹⁰ o'clock A. M.

Chas Chadwick

Douglas Co. Kansas

Jennie Brooks
Register of Deeds.

Register of Deeds.

The following is indented an original instrument
The debt herein described having been paid in full this Mortgage
is hereby released and the lien hereby created is discharged
As witnesses my hand and seal this 31 day of March A.D. 1896,
Hugh Blair.
Rose Robinson

Recorded April 3rd 1896

(Assigned See Book 3 Page 609)

