

This Indenture, Made this 13th day of April in the year of our Lord one thousand eight hundred and ninety 86 between Elijah A. Stutsman & Minnie Stutsman his wife of Marion, Mo. in the County of Douglas and State of Kansas of the first part, and Samuel M. Miller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 half (1/2) of the North East quarter (1/4) of Section fifteen (15) Township fourteen (14) Range Eighteen (18) East Ten (10) acres in a square form out of the South East corner of said North half (1/2)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties do hereby covenant and agree that at the delivery hereof they are 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 Twelve Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties to the said party of the second part: Payable five years after date to order of party of second part at the Merchants Natl. Bank Lawrence Kansas with interest 6 1/2% 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 their heirs and assigns.

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

Signed and delivered in presence of

Nugh Blair

Elijah A. Stutsman (SEAL.)

Minnie Stutsman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13th day of April, A. D. 1896, before me, Nugh Blair, a Notary Public in and for said County and State, came Elijah A. Stutsman & Minnie Stutsman 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 28th Dec 1897

Recorded April 13 A. D. 1896 at 5⁰⁰ o'clock P M.

Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 13th day of April 1898

In consideration of full payment of the within mortgage I hereby release the same this 13th day of April 1898

Samuel M. Miller

Register of Deeds

Recorded April 13th 1898