

This Indenture, Made this 23rd day of August in the year of our Lord one thousand eight hundred and ninety seven between John W. Stutsman a widower of the Township of Marion in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 South West quarter of the South East quarter of Section No. Ten (10) in Township No. Fourteen (14) Range Eighteen (18) in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John W. Stutsman doth 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 Four hundred Dollars according to the terms of One certain real estate mortgage note this day executed and delivered by the said Party of the first part to the said party of the second part: payable in five years with interest according to coupons attached to said note and with privilege of paying said loan off in full at end of three years

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 therefor, 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 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 Party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Jimmie Watt

John W. Stutsman (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 23rd day of August, A. D. 1897, before me, Jimmie Watt, a Notary Public in and for said County and State, came John W. Stutsman 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 30th Nov 1900 Jimmie Watt Notary Public.
Recorded Aug 24 A. D. 1897, at 3³⁰ o'clock P. M.

James Brooks
Register of Deeds.

*The following is indorsed on the original instrument:
The State herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witnesses my hand this 14th day of January A.D. 1898
attest: John W. Stutsman
Hugh Blair*

Recorded March 2nd 1898. John W. Stutsman Register of Deeds

JB