

This Indenture, Made this Tenth day of September in the year of our Lord one thousand eight hundred and ninety seven between H. A. Cutler and Emelie D. Cutler (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Sallie Fitzpatrick of the second part.

Witnesseth, That the said party us 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 her 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:

Lot Sixty Six (66) Kentucky Street, Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party us of the first part therein. And the said H. A. Cutler and Emelie D. Cutler 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 One certain note and ten coupons this day executed and delivered by the said H. A. Cutler and Emelie D. Cutler to the said party of the second part: her heirs or assigns

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 her 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 her 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 her making such sale on demand to the said H. A. Cutler, his heirs and assigns.

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

Signed and delivered in presence of

H. A. Cutler (SEAL.)
Emelie D. Cutler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 10 day of Sept, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came H. A. Cutler and Emelie D. Cutler 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 April 22, 1899 John M. Newlin Notary Public.
Recorded Sept 11 A. D. 1897, at 10 o'clock A. M.

James Brooks
Register of Deeds.

(This following is endorsed on the original instrument)
The said herein described having been paid in full, this mortgage is hereby released and the lien thereon is hereby discharged. As witness my hand this 11 day of Sept, A. D. 1918.

Sallie Fitzpatrick

Attest
D. Owen Byrnes.

Recorded Apr. 11th 1918
Estelle Northrup
Register of Deeds.