

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of September in the year of our Lord one thousand eight hundred and ninety seven between Wm. M. Stutsman and his wife Luitia Stutsman of Marion in the County of Douglas and State of Kansas of the first part, and Julia R. Towne of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Five hundred and fifty 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: The South Seventy (70) Acres of the North West quarter of Section Three (3) in Township Fourteen (14) of Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Wm. M. Stutsman 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 Five hundred and fifty Dollars and interest thereon according to the terms of Our certain note this day executed and delivered by the said Wm. M. Stutsman and Luitia Stutsman to the said party of the second part:

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 part making such sale on demand to the said Wm. M. Stutsman, his heirs and assigns.

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

Signed and delivered in presence of

Wm. M. Stutsman (SEAL.)
Luitia Stutsman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 29 day of September, A. D. 1897, before me, S. S. Steel, a Notary Public in and for said County and State, came Wm. M. Stutsman, Luitia Stutsman 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 June 18, 1898 S. S. Steel Notary Public.
Recorded Sept 29 A. D. 1897, at 3:55 o'clock P. M.

James Probst Register of Deeds.

The foregoing was indorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged,
At W. H. Towne my hand, this 7th day of March A.D. 1899
Julia R. Towne
attest
Edward S. Redington
Mary J. Redington
Recorded March 8th 1899
W. H. Towne
Register of Deeds
By H. C. Fisher Deputy