

This Indenture, Made this sixth day of November in the year of our Lord one thousand eight hundred and ninety seven between Frank A. Curtis a single man of Clinton in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Twenty one hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 West quarter (1/4) of Section Number Twenty three (23) Township No Thirteen (13) Range No Eighteen (18) East of the 4th P.M. Also the North West quarter (1/4) of Section Number Twenty four (24) of Section No Twenty six (26) Township No Thirteen (13) Range No Eighteen (18) Also beginning nine hundred and thirty two (32) feet by the South West corner of the North West quarter (1/4) of Section Twenty three (23) Township No Thirteen (13) Range No Eighteen (18) Thence North thirty one and forty six (1/2) feet thence East three hundred and twenty six (26) feet thence South one hundred and twenty six (26) feet thence West three hundred and twenty six (26) feet to beginning situate in the North West quarter of Section No Twenty three (23) Township No Thirteen (13) Range No Eighteen (18) containing One and one fourth Acres (1 1/4) more or less with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank A. Curtis does 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 Twenty one hundred Dollars according to the terms of one certain First Mortgage Note with coupons on Notes this day executed and delivered by the said Frank A. Curtis to the said party of the second part: Payable Ten years after date with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at the rate of five percent per annum, until fully paid 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 part 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 Frank A. Curtis, his heirs and assigns.

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

Signed and delivered in presence of

Frank A. Curtis (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this sixth day of November, A. D. 1897, before me, Register of Deeds, a Notary Public in and for said County and State, came Frank A. Curtis, a single 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

Recorded Nov 6 A. D. 1897, at 12 o'clock M.

James Brooks
Register of Deeds
Notary Public.
James Brooks
Register of Deeds

The following is endorsed on the original instrument

The note herein described having been paid in full the mortgage is hereby released and the lien thereby created is discharged, to witness my hand this 11th day of November A.D. 1899

Samuel Marks

(For part of Volume See Book of Page 206)

Recorded November 11th 1899

G. D. Saxman
Register of Deeds
137 N. E. Corner
Deputy