

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 Floyd Curtis of the second part.

**Witnesseth,** That the said party of the first part in consideration of the sum of Three hundred ninety six and 7/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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 West one hundred Acres of the Southwest quarter of Section Number twenty three (23) Township No. Thirteen (13) Range No. Eighteen (18) East of the 6th P.M. Also the North Ninety (90) Acres of the West one hundred Acres of the North West quarter (4) of Section No. Twenty six (26) Township No. Thirteen (13) Range No. Eighteen (18) also beginning one hundred and thirty two (32) feet East of the South West corner of the North West quarter (4) of Section No. Twenty three (23) Township No. Thirteen (13) Range No. Eighteen (18) Thence North One hundred and forty six (46) feet Thence East Three hundred and seventy six (376) feet Thence South One hundred and forty six (46) feet Thence West Three hundred and seventy six (376) 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 (1 1/4) Acres 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 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 save and except one certain mortgage to Samuel Marks for \$2100.00 dated Nov. 6, 1897. This mortgage is to Elizabeth Curtis for \$444.75 owned by Fred C. Curtis for \$244.00 of same date are neither to have priority over the other

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred ninety six and 7/100 Dollars according to the terms of Five certain Promissory notes this day executed and delivered by the said Frank A. Curtis to the said party of the second part: One Note for \$500.00 Three for \$100.00 each and One for \$46.75

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 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 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, } ss.  
County of Douglas

**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 James Brooks Notary Public.  
Recorded Nov - 6 A. D. 1897, at 2:30 o'clock P. M.

James Brooks  
Register of Deeds.

(7th and 8th Sec Book 37 Page 201)