

This Indenture, Made this Eighteenth day of November in the year of our Lord one thousand eight hundred and ninety seven between L. C. Stevens and Gertrude Stevens his wife of Lincoln in the County of Douglas and State of Kansas of the first part, and Fanny Bergman of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred & 400 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 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: Being a part of the South East quarter of Section Number twenty in Township Number Twenty in South of Range Number Twenty six East Commencing at a post on the West line of said quarter section twenty five and one half rods North of the South West corner of said quarter section thence North along the West line of said quarter section, Eighty three rods thence East One hundred and sixty rods to the East line of said quarter section thence South Eighty three rods along the East line of said quarter section thence West parallel with the South line of said quarter section One hundred and sixty (160) rods to place of beginning containing Eighty three rods more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

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 Six hundred Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said L. C. Stevens and Gertrude Stevens to the said party of the second part: Due in five years from 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 ten percent per annum. Grantors reserve the right to pay One hundred Dollars or any multiple thereof at any interest payment 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 making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

L. H. Corse

L. C. Stevens

(SEAL.)

Gertrude Stevens

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 18<sup>th</sup> day of November, A. D. 1897, before me, L. H. Corse, a Notary Public in and for said County and State, came L. C. Stevens and Gertrude Stevens, his wife 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 Jan 16<sup>th</sup> 1901

Recorded Nov 18 A. D. 1897, at 3<sup>15</sup> o'clock - P.M.

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument -  
 Nov. 9, 1900 -  
 Received of L. C. Stevens the within named mortgaged the sum of Six hundred and 400 Dollars in full satisfaction of the within mortgage.  
 Fanny Bergman Atty - W. Bergman  
 Recorded Nov. 9, 1900 -  
 L. H. Corse Register of Deeds  
 By Billy B. Popman Deputy -  
 (Attn. Additional Release See Book 51 Page 293)