

This Indenture, Made this 20th day of November in the year of our Lord one thousand eight hundred and ninety seven between Alice B. Sears of Lawrence in the County of Douglas and State of Kansas of the first part, and William Sutton of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Twelve hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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: The West half of the South West quarter (44) of Section 31 in Township fourteen (14) of Range eighteen (18) Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alice B. Sears do hereby covenant and agree that at the delivery hereof she 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 Twelve hundred Dollars, Being part purchase money of the above described premises according to the terms of One certain Promissory Note this day executed and delivered by the said Alice B. Sears and W. H. Sears Dated Nov 5, 1897 to the said party of the second part: Payable four years after date to order of party of second part with interest at 7% from date until 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 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 Alice B. Sears, her heirs and assigns.

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

Signed and delivered in presence of

Alice B. Sears

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 20 day of November, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Alice B. Sears

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 Nov 4, 1901

James Brooks

Notary Public.

Recorded Nov 20 A. D. 1897, at 10 o'clock P.M.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument  
I, James Brooks, Notary Public in and for the County of Douglas, State of Kansas, do hereby certify that the within named mortgage was duly acknowledged and recorded in my office on the 20th day of November, 1897, at 10 o'clock P.M. and that the same is a true and correct copy of the original instrument as the same appears from the records of my office. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written. James Brooks, Notary Public. My commission expires March 13, 1901.

Recorded April 6, 1900. James Brooks Register of Deeds

The following is indorsed 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.  
As witness my hand this 29th day of December A.D. 1902  
Bank of Richmond  
Private Secy. Albert Muse, Secy. Secy.

Recorded Nov 31, 1902  
James Brooks Register of Deeds.