

This Indenture, Made this Thirteenth day of November in the year of our Lord one thousand eight hundred and ninety seven between John H. Dudley and Hattie J. Dudley, his wife of Secompton in the County of Douglas and State of Kansas of the first part, and E. S. Andis of the second part,

**Witnesseth,** That the said part us of the first part in consideration of the sum of One hundred Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have let 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: Block Numbered Nine (9) in the City of Secompton according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said John H. Dudley and Hattie J. Dudley do hereby covenant and agree that at the delivery hereof they are the lawful owner s. 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 One hundred fifty Dollars according to the terms of a certain Note on Oct. 15, 1897 this day executed and delivered by the said John H. & Hattie J. Dudley to the said party of the second part: payable in monthly installments of five Dollars on the fifteenth of each month the monthly installments to bear interest at 8% from maturity if not paid when due 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 John H. Dudley and Hattie J. Dudley, his wife, their heirs and assigns.

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

Signed and delivered in presence of

John H. Dudley (SEAL.)  
Hattie J. Dudley (SEAL.)  
\_\_\_\_\_  
(SEAL.)  
\_\_\_\_\_  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 13 day of November, A. D. 1897, before me, W. Baughman, a Notary Public in and for said County and State, came John H. Dudley and Hattie J. Dudley to me personally known to be the same person s. 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 2, 1901 W. Baughman Notary Public.  
Recorded Dec 15 A. D. 1897, at 10 o'clock A M.

James Brooks  
Register of Deeds.

The following is 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.  
As Witness my hand this 31<sup>st</sup> day of October A.D. 1898  
E. S. Andis

Exhibit to Register of Deeds

Recorded October 31<sup>st</sup> 1898.