

This Indenture, Made this 1<sup>st</sup> day of February in the year of our Lord one thousand eight hundred and ninety Eight between John Levett and his wife Alice L. Levett of Lacrosse in the County of Douglas and State of Kansas of the first part, and Charles P. Grosvenor of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred 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:

The East one hundred (100) acres of the South West quarter of Section 170, Township 27N in Range No. twelve (12) South of Range No. Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Levett do 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 except a mortgage of Fifteen Hundred dollars payable to Elizabeth Pearsall dated Oct. 1<sup>st</sup> 1891.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars and interest thereon according to the terms of one certain Note this day executed and delivered by the said John Levett and Alice L. Levett to the said party of the second part:

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 party 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 of the second part making such sale on demand to the said John Levett his heirs and assigns.

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

Signed and delivered in presence of

John Levett (SEAL.)  
Alice L. Levett (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas



Be it Remembered, That on this 31<sup>st</sup> day of January, A. D. 1898, before me, G. Maxman, a Notary Public in and for said County and State, came John Levett and Alice Levett his wife 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 Jan 5 1903

Recorded Feb 3<sup>rd</sup> A. D. 1898, at 3<sup>20</sup> o'clock P. M.

G. Maxman (SEAL.)  
Notary Public.  
G. Maxman  
Register of Deeds.

The following is endorsed on the original instrument: My not herein described having been paid in full, this mortgage is hereby released, and the said land hereby created discharged. Witness my hand, this 23<sup>rd</sup> day of October A.D. 1901.

Recorded Oct. 23<sup>rd</sup> 1901-  
By Willie M. S. Spencer Deputy-  
Register of Deeds.