

**This Indenture**, Made this 15<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety Eight between Peter Hatcher and Martha E. Hatcher his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and A. Marvin of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two 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 her 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 South West quarter (14) of South East quarter (14) of Section Seven (7) in Township Thirteen (13) 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 Parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Two Hundred Dollars according to the terms of one certain Real Estate Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable three years after date with interest thereon according to terms of said note and coupons thereto attached

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—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 party of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Peter Hatcher (SEAL.)  
Martha E. Hatcher (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 16<sup>th</sup> day of February, A. D. 1898, before me, J. L. Hoover, Justice of Peace, a Notary Public in and for said County and State, came Peter Hatcher and Martha E. Hatcher 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 \_\_\_\_\_  
Recorded February 18 A. D. 1898, at 2<sup>40</sup> o'clock P. M.

J. L. Hoover, J. P.  
Notary Public.  
H. H. Norman  
Register of Deeds.

The following is endorsed on the original instrument  
The party heretofore described having been paid in full this Mortgage  
is hereby released and the same hereby created & discharged  
As Witness my hand this 15<sup>th</sup> day of February A.D. 1901  
at St. Louis, Mo.  
H. H. Norman  
Register of Deeds