

**This Indenture**, Made this 2<sup>nd</sup> day of March in the year of our Lord one thousand eight hundred and ninety Eight between William M. Stutsman and Letitia Stutsman his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and John W. Stutsman of the second part.

**Witnesseth**, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Six 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 part 2<sup>d</sup> 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 South West quarter of the South East quarter of Section Ten (10) in Township Fourteen (14) Range Eighteen (18) in said County and State containing by admeasurement 40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said William M. Stutsman and Letitia Stutsman 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 promissory note this day executed and delivered by the said parties of the first part to the said part 2<sup>d</sup> of the second part: payable five years after date with interest at seven per cent semi annually with privilege of paying any sum at any time on account of principal money and stopping interest thereon

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 therefor, 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 part 2<sup>d</sup> 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 2<sup>d</sup> 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 part 2<sup>d</sup> making such sale on demand to the said parties of the first part their heirs and assigns.

**In Witness Whereof**, The said part 1<sup>st</sup> of the first part, have whereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Hugh Blair  
STATE OF KANSAS,  
County of Douglas } SS.

W<sup>m</sup> M. Stutsman (SEAL.)  
Letitia Stutsman (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)

**Be it Remembered**, That on this 2<sup>nd</sup> day of March, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came William M. Stutsman and Letitia Stutsman his wife to me personally known to be the same persons 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 28<sup>th</sup> Decr 1901 Hugh Blair Notary Public.  
Recorded March 2<sup>nd</sup> A. D. 1898, at 2<sup>30</sup> o'clock P.M.—

H. B. Doeman  
Register of Deeds.

Released see Book 33, Page 348