

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19<sup>th</sup> day of Oct in the year of our Lord one thousand eight hundred and ninety Eight between William Peer, and Annie E. Peer, his wife of Vinland in the County of Douglas and State of Kansas of the first part, and Sarah Cutter of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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: Beginning at a stone set for the center of Section No. Sixteen (16) Twp. No. Four-  
teen (14) South of Range No. Twenty 20 East, Thence running North on half Section line Fifty (52) rods, Thence  
West parallel with the East and Met half Section line 110 rods to a Hedge fence, thence  
South along said hedge fence Fifty (52) rods, Thence East on half Section line 110  
Rods to Beginning, Containing 35 1/2 Acres. Also right of way for a road as described  
in Deed relating to said farm.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Peer and Annie E. Peer his wife 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 Seven Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said William Peer and wife to the said party of the second part: Baldwin Kansas, Oct. 17, 1897. Four years after date we promise to pay to the order of Sarah Cutter, at Baldwin Kansas Seven  
Hundred Dollars with interest at 7% per annum, payable annually. Privilege given to pay \$100. or  
any multiple at any int. paying time  
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 William Peer, or wife 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

William Peer (SEAL.)  
Annie E. Peer (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 19<sup>th</sup> day of Oct, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said county and State, came William Peer and Annie E. Peer 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 Aug. 3-1900 J. E. Hair Notary Public.  
Recorded December 28<sup>th</sup> A. D. 1898, at 12<sup>10</sup> o'clock P. M.

J. E. Hair  
Register of Deeds.



The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage is hereby  
satisfied and the line hereby created is changed  
As witnesses my hand this 11 day of Jan, 1900  
Sarah E. Cutter  
Attest: J. E. Hair  
J. E. Hair  
Notary Public

Recorded Jan 12-1900  
Register of Deeds  
J. E. Hair