

This Indenture, Made this Twenty seventh day of December in the year of our Lord one thousand eight hundred and ninety Eight between Charles E. Syter and Maria C. Syter, his wife of Sauvies in the County of Douglas and State of Kansas of the first part, and James Sullivan of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Seventy Five 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 North Twenty Eight 28 feet of Lot Number One Hundred and Twenty Nine 129, on New York Street, in the City of Sauvies, Kansas, being the Homestead of Grantors

with all the appurtenances, and all the estate, title and interest of the said parties 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 One Hundred and Seventy Five Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Charles E. Syter and Maria C. Syter to the said party of the second part: due in two years from date with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. Grantors reserve the right to pay fifty dollars or any multiple thereof at any interest payment 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, appraisal 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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Charles E. Syter (SEAL.)
Maria C. Syter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

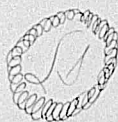
Be it Remembered, That on this 27th day of December A. D. 1898, before me, L. H. Corsey, a Notary Public in and for said county and State, came Charles E. Syter and Maria C. Syter his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution 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 Jan. 16th 1901 L. H. Corsey Notary Public.
Recorded December 29th A. D. 1898, at 10²⁰ o'clock A. M.

J. H. Samson
Register of Deeds.

The following is endorsed on the original instrument
July 31, 1911
Received of Charles E. Syter and wife the within named mortgage
the sum of two hundred and seventy five and no Dollars in full
satisfaction of the within mortgage
James C. Sullivan



Recorded Sept 27, 1911
Thos. L. Lawrence
Register of Deeds