

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23 day of February in the year of our Lord one thousand eight hundred and ninety nine between Louis Zuttermeister and Clara S. Zuttermeister his wife of Sawyer in the County of Douglas and State of Kansas of the first part, and Anna M. Adams of the second part;

Witnesseth, That the said part ies of the first part in consideration of the sum of Four Thousand 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 y 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: South half of Lot No. Thirty One (31) on Massachusetts Street in the City of Sawyer. First party Reserves the privilege of paying \$200 or larger sum on the principal at any interest payment, or payment of \$500 or any multiple thereof at any time

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Louis Zuttermeister & Clara S. Zuttermeister do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Four Thousand Dollars \$4000

according to the terms of certain Note this day executed and delivered by the said First parties to the said part y of the second part: Payable in five years after date with interest at the rate of six per cent per annum, being part of the purchase price of said premises interest payable semi-annually

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 part y 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 part y 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 surplus, if any there be, shall be paid by the part y making such sale on demand to the said Parties of the first part heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha ve hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

New Stamp
#100

Louis Zuttermeister (SEAL.)
Clara S. Zuttermeister (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 27 day of February, A. D. 1899, before me, L. B. Steele, a Notary Public in and for said county and State, came Louis Zuttermeister and Clara S. Zuttermeister, 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 June 20, 1902 L. B. Steele Notary Public,
Recorded March 8 A. D. 1899, at 2²⁰ o'clock P. M.

H. P. Boxman
Register of Deeds.

The following is endorsed on the original instrument -
April 13th 1904.
Record of Louis Zuttermeister & wife, this within named mortgage
the sum of four thousand and no Dollars, in full satisfaction of
the within mortgage.
Anna M. Adams.
Recorded - April 13th 1904 -
W. W. M. Strong
Register of Deeds.