

**This Indenture**, Made this 20 day of May in the year of our Lord one thousand eight hundred and ninety nine between C. E. Merriam and Ella L. Merriam, his wife of Laurance in the County of Douglas and State of Kansas of the first part, and William Cutchfield of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Seven Hundred and fifty 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 Lot number Thirteen (13) Block eleven (11) Lane 2 Add. to the City of Laurance.

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 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

Seven Hundred and fifty dollars according to the terms of One certain Conveyance Note this day executed and delivered by the said C. E. and Ella L. Merriam to the said party of the second part: payable Five years from date at the Laurance Nat. Bank of Laurance Kansas, with interest at the rate of seven percent per annum, 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 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, appraisalment 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 C. E. Merriam, his heirs and assigns.

**In Witness Whereof**, The said parties of the first part, have hereunto set their hand and seal the day and year first above written,

Signed and delivered in presence of

C. E. Merriam (SEAL.)

Ella L. Merriam (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.

County of Douglas

Recorded Stamp  
1766  
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**Be it Remembered**, That on this 22 day of May, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said county and State, came C. E. Merriam and Ella L. Merriam, 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 January 14, 1903. Alfred Whitman Notary Public.

Recorded May 22 A. D. 1897, at 11 o'clock A.M.

W. H. Soxman Register of Deeds.

The following is endorsed on the original instrument:  
The Note herein described having been paid in full  
this mortgage is hereby released and the lien thereby  
created discharged. As witness my hand this 23<sup>rd</sup> day of May  
A.D. 1904.  
Sarah Fennell.

Recorded May 23<sup>rd</sup> 1904.  
C. D. Armstrong.

Register of Deeds.

(Unrecorded Sw Book 37 Page 524) Her Attorney in fact,  
By William Cutchfield

L. S.