

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of November in the year of our Lord one thousand eight hundred and ninety nine between Frank A. Curtis and his wife Lottie Curtis of Clinton in the County of Douglas and State of Kansas of the first part, and Julia Friend of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of

One 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 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: The southeast quarter (1/4) of the south west quarter (1/4) of Section No. Twenty three (23) in Township No. Thirteen (13) South of Range Eighteen (18) East of the 6th P.M. Also the following tract: Beginning nine hundred and thirty two (932) feet east of the south west corner of the north west quarter (1/4) of section Twenty three (23) in Township No. Thirteen (13) South of Range Eighteen (18) East of the 6th P.M. Thence running north one hundred and forty six (146) feet Thence east Three hundred and seventy six (376) feet Thence south one hundred and forty six (146) feet Thence west Three hundred and seventy six (376) feet to the place of beginning and containing one and four fourth (1 1/4) acres more or less.

And the said Frank A. Curtis and Lottie Curtis 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 One Thousand Dollars

according to the terms of One certain Mortgage note of Clinton of the date of this day executed and delivered by the said Frank A. Curtis and Lottie Curtis to the said part of the second part: Payable eight years after date, with interest from maturity or default at the rate of Five per cent attached to said note and interest from maturity or default at the rate of Five per cent per annum until fully paid. Both principal and interest payable at the Merchants National Bank of Lawrence, Kansas. 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 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 in making such sales, and the overplus, if any there be, shall be paid by the party of making such sale on demand to the said Frank A. Curtis his heirs and assigns.

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

Signed and delivered in presence of

Frank A. Curtis (SEAL.)

Lottie Curtis (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11 day of November, A. D. 1897, before me,

James Brooks, a Notary Public in and for said county and State, came Frank A. Curtis and his wife Lottie Curtis

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 Nov. 4, 1901

Recorded Nov. 11 A. D. 1897, at 4<sup>05</sup> o'clock P. M.

James Brooks  
Notary Public.

H. B. Dorman  
Register of Deeds.

The following is enclosed on the original instrument:  
The notes herein described having been paid in full  
this mortgage is hereby released and the first party  
Curtis discharged. At Witness my hand this 6th day of November  
A.D. 1907.  
Julia Friend  
By A. W. Marver. Atty in fact.

Recorded Nov 6<sup>th</sup> 1907.  
C. W. Linnabary.  
Register of Deeds.