

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 Elizabeth Curtis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and forty six and 70/100 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: The west one hundred (100) acres of the south west quarter (1/4) of section No. twenty three (23) in Township 20 North (13) of Range No. Eighty (8) east of the 4th P.M. Also the following to-wit Beginning 132 feet east of the south west corner of the north west quarter of said section No. Twenty three (23) S 1/4 R 18 T 20 N 13 E Thence running North 146 feet Thence east 1576 feet Thence south 141 feet Thence west 376 feet to the place of beginning, containing one and one fourth acres more or less in D. P. 1/4 of sec. 23 T. 20 N. 13 E.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank A. Curtis and Lottie Curtis

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 except a mortgage given to July Friede to secure the payment of One thousand Dollars, Dated December 1897 and recorded in Book at Page Douglas County Mortgage records.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and forty six and 70/100 Dollars according to the terms of Five certain promissory notes this day executed and delivered by the said Frank A. Curtis and Lottie Curtis to the said party of the second part: Four notes for \$50 each due on the 5th day of November respectively in the years 1901, 1902, 1903, and 1904 and one for \$460 due on the 15th day of November 1905 all payable at Walker's National Bank in Kansas and to be paid at the rate of eight percent per annum after maturity 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 Frank A. Curtis, 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

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. 1899, 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 November 15 A. D. 1899, at 10 o'clock A.M.

James Brooks  
Notary Public

H. B. Norman  
Register of Deeds

The following is enclosed with 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 27th day of October A.D. 1905  
Elizabeth Curtis

Recorded Nov 4<sup>th</sup> 1905:  
W. W. Armstrong,  
Register of Deeds.