

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourth day of December in the year of our Lord one thousand eight hundred and ninety nine between Silvestro Stull and Mary B. Stull his wife and Isaac M. Stull unmarried of the County of Douglas and State of Kansas of the first part, and Mrs. Polly Randall of the said County and State of the second part,

Witnesseth; That the said parties of the first part in consideration of the sum of Three thousand nine hundred 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 half of section No. eleven (11) in Township No. Thirteen (13) south of Range No. seven (7) East of the 6th P.M. containing three hundred and twenty (320) acres of land more or less.

[Rev. Stamps 1900]

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 three thousand nine hundred dollars part of the original purchase money of said land, according to the terms of two certain notes coupons this day executed and delivered by the said parties of the first part and delivered by the said parties of the first part to the said party of the second part: One note for \$500 payable after three years after date and one note for four hundred (400) dollars payable on or before seven years after date both bearing interest payable annually at six per centum, but in case of default eight per cent thereafter 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 of making such sale on demand to the said parties of the first part, them, 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

Silvestro Stull (SEAL.)

Mary B. Stull (SEAL.)

Isaac M. Stull (SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 4th day of December, A. D. 1897, before me, Joseph C. Riggs, a Notary Public in and for said county and State, came Silvestro Stull and Mary B. Stull his wife and Isaac M. Stull unmarried 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 March 27 1901
Recorded December 4 A. D. 1897, at 3³⁰ o'clock P.M.

Joseph C. Riggs Notary Public.
H. J. Foxman Register of Deeds.

The following is enclosed on the original instrument
Received Nov 18 1907
Fluff L Lawrence
Register of Deeds
Mortgage
(For Out Release see Book 41 of Mortgages page 69)
of Polly Randall deceased,
P. C. Mahley, Administrator of the Estate,
Lawrence, Kansas, November 18, 1907.