

This Indenture, Made this Ninth day of January in the year of our Lord one thousand eight hundred and ninety nine between Joseph L. Hutton and Josie Hutton his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Winnie of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Eight 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 part of 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: The north ninety five (95) acres of north east quarter (4) of section Two (2) in Township Thirteen (13) of Range nineteen (19) East of 6th P.M. less a tract nine (9) chains long east and west by 25th chains north and south out of the south east corner of said ninety five (95) acres

with all the appurtenances, and all the estate, title and interest of the said part of 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 Saved and except a mortgage of \$1250 to Myron Boardman of even date herewith

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred dollars

according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said part of of the second part: Payable two years after date to order of party of second part with interest at 7% from date

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 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, appraisement hereby waived or not at the option of the part of 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 part of making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jennie Hutton

Joseph L. Hutton (SEAL.)
Josie Hutton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 9th day of Jan., A. D. 1900, before me, Jennie Hutton, a Notary Public in and for said county and State, came Joseph L. Hutton and Josie Hutton 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 30 Mch. 1900
Recorded January 10 A. D. 1900, at 10³⁰ o'clock P. M.

L. S. Doxman
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 25th day of Jan. 1900
Henry Winnie

Attest: Lillie B. Sopman
Deputy Register of Deeds.

