

and upon failure of the said parties of the first part to perform the foregoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part, shall be entitled to have and maintain his action in any court of competent jurisdiction for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit. Appraisement waived. In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

Victor Eckman
Beda Eckman

Executed and delivered in presence of

State of Missouri)
County of Jackson)

Be it remembered, that on this 29th day of August A.D. 1899, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came Victor Eckman and Beda Eckman, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and they duly acknowledged the execution of the same. In witness whereof I have hereunto set my hand and affixed my official seal, the day and year last above written. My commission expires September 16, 1899.

(N.S.)

J. H. McNeil,

Notary Public.

Recorded September 23rd, A.D. 1899 at 4 o'clock, P.M.

L. J. Foxman
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 22nd day of September, 1899.
Thos. Tucker

Attest:
All Correcting Reg. of Deeds.
By Elie & Cummings Reg.

This indenture, made this 22nd day of September in the year of our Lord one thousand eight hundred and ninety nine, between W. C. Hill and Ella C. Hill husband and wife of Clinton in the county of Douglas and State of Kansas, of the first part, and Frank A. Curtis of the same place of the second part, witnesseth, that the said parties of the first part, in consideration of the sum of Three hundred dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by their 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: Begin sixteen (16) rods north of the south west corner of the north west quarter of section thirty six (36) Township Thirteen (13) Range eighteen (18) E. Thence east thirty three hundred thirty seven (337) feet: Thence north six hundred eighty (680) feet to the center of the channel of Rock Creek, thence along and up the center channel of said creek northwesterly to the mouth of a ditch which is six hundred sixty eight and one half (668 1/2) feet south and four hundred sixty two (662) feet east of the north west corner of said section Twenty six (26); Thence along the center of said ditch to the west line of said section; Thence south eighteen hundred and one (1801) feet to the place of beginning containing 5 1/2 or acres, more or less, with 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.

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