

State of Kansas }
 County of Douglas } ^{S.S.} Be it remembered that on this seventeenth day of November A.D.
 1899, before me a Notary Public within and for said county and State, came Hugh
 Blair, George Jones and H. L. Raymond as Trustees of the Young Men Christian
 Association of Lawrence, Kansas, to me personally known to be the identical
 persons described in and who executed the foregoing mortgage, and acknow-
 ledged the execution of the same to be their voluntary act and deed as such
 Trustees as aforesaid. In testimony whereof I have hereunto subscribed my name
 and affixed my official seal at Lawrence, Kansas, the day and year last
 above written. My commission expires June 19, 1913.

6183

Osca J. Davis,

Notary Public.

Recorded November 16, A.D. 1899, at 4th o'clock, P.M.

G. E. Foxman

Register of Deeds.

This indenture, made this seventeenth day of November in the year of our Lord and
 thousand eight hundred and ninety nine, between Quincy J. F. German an unmarried
 man of Sherman Township in the county of Lawrence and State of Kansas, of the
 first part, and Budie L. Cutler of Lawrence Douglas County Kansas, of the second part:
 Witnesseth, that the said party of the first part, in consideration of the sum of six hundred
 Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these
 presents does 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: The east half of the south east quarter
 of section No. Two (2) in Township No. fifteen (15) south of Range No. eighteen (18) East of 6th
 P.M. containing eighty acres of land more or less, with the appurtenances, and all the
 estate, title and interest of the said party of the first part therein. And the said party
 of the first part, does hereby covenant and agree that at the delivery hereof he is the
 lawful owner of the premises above granted and seized of a good and indefeasible estate
 of inheritance, therein, free and clear of all incumbrances, and that he will
 warrant and defend the same against all claims whatsoever. This grant is intended
 as a mortgage to secure the payment of the sum of six hundred dollars, according
 to the terms of one certain promissory note this day executed by the said Quincy J. F. German
 to the said party of the second part. Said note being given for the sum of six hundred
 Dollars, dated of even date herewith due and payable on or before five years from
 date thereof with interest thereon from the date thereof, until paid according to the
 terms of said note and coupons thereto attached. And this conveyance shall be void if
 such payment be made as in said note and coupons thereto attached, and as is
 hereinafter specified. And the said party of the first part hereby agrees to pay all
 taxes assessed on said premises before any penalties or costs shall accrue on
 account thereof, in default whereof the said mortgage may pay the taxes and
 accruing penalties, interest and costs, and the expense of such taxes and
 accruing penalties, interest and costs, shall from the payment thereof be and
 become an additional lien under this mortgage upon the above described premises
 and shall bear interest at the rate of 10 per cent per annum. But in default of

(Released See Book 39 Page 390)

(Assigned See Book 30 Page 604)