

## Mortgage Record.

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This Indenture, Made this 8<sup>th</sup> day of March, A. D. 1911, between William A. Waterson and Gemina J. Waterson, his wife of Douglas County, in the State of Kansas of the first part, and Alfred Cutler of Douglas County, in the State of Kansas of the second part.

Witnesseth, That said parties of the first part, in consideration of the sum of One Thousand and 00/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

The south west quarter of the north east quarter of section No. Seventeen (17) Also the south one third of the west fifteen (15) acres of the North half of the South east quarter of sec. No. twenty (20) also commencing at the S.E. corner of the N.E. quarter of sec. No. Seventeen (17) thence running west eighty (80) rods, thence North One (1) rod, thence East eighty (80) rods, thence South One (1) Rod to the place of beginning all being in Township Fourteen (14) S of Range No. twenty (20) East of Sixth Principal Meridian, and containing Forty five and one half (45 1/2) acres of land more or less,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:-

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said William A. Waterson and Gemina J. Waterson, (wife)

has this day executed and delivered certain promissory note in writing to said party of the second part of the sum of \$1000.00 on March 8<sup>th</sup> 1911 Five years after date due payable to the order of Alfred Cutler Eighteen Dollars for each year negotiable and payable without defalcation or discount and with interest from date at the rate of 5% per ann. comp. and not paid personally no become as principal, and has same rate of interest.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF KANSAS, } SS.  
Douglas County.

BE IT REMEMBERED, That on this 8 day of March, A. D. 1911, before me, the undersigned a Notary Public in and for the County and State aforesaid, came William A. Waterson and Gemina J. Waterson, his wife,

who to me personally known to me to be the same persons who executed the writing instrument of writing, and well person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.

D. J. Spemsky Notary Public.

My commission expires 11/11 1911

Recorded March 15 A. D. 1911, at 9:10 o'clock A. M.

Register of Deeds.

This Indenture is acknowledged as the official instrument of the parties hereto, and the day created charged. As witness my hand this 8<sup>th</sup> day of March, A. D. 1911.

Recorded March 8 1911  
Edwin H. Harkness  
Register of Deeds.

(For assignment see Book 54, Page 364)

(L. S.)