

This Indenture, Made this 31<sup>st</sup> day of October in the year of our Lord, one thousand nine hundred Nine between Sylvester Stull and Mary B. Stull his wife

of Leecompton in the County of Douglas and State of Kansas, of the first part, and  
State Bank of Leecompton of the second part:

Witnesseth, That the said part ~~recd~~ <sup>of</sup> the first part, in consideration of the sum of One Thousand 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 2 of the second part, its 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:

All of the Southwest Quarter and the South half of the Northwest Quarter  
of Section 30 Township 12 Range 18. Containing 200 acres.

This mortgage is made subject to a prior mortgage of \$2,500<sup>00</sup> to the Mutual Benefit Life Insurance Co. This lien however is only on the SW 1/4 & NW 1/4 of the NW 1/4 of the above described land

with the appurtenances and all the estate, title and interest of the said part ~~and~~ the first part therein. And the said \_\_\_\_\_

First party 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, and that they 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 One thousand 750 Dollars, according to the terms of their certain promissory note this day executed by the said

note being given for the sum of One Thousand <sup>no</sup> to the said party of the second part. Said  
dated Oct 31 1909 due and payable in Three <sup>no</sup> Dollars,  
years from date hereof, 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 part <sup>of</sup> ~~the~~ first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Fifteen Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part <sup>of</sup> ~~the~~ first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, 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 if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part <sup>of</sup> ~~the~~ second part, and all sums paid by the part <sup>of</sup> ~~the~~ second part for insurance, shall be due and payable or not at the option of the part <sup>of</sup> ~~the~~ second part; and it shall be lawful for the part <sup>of</sup> ~~the~~ second part ~~the~~ 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 <sup>of</sup> ~~the~~ second part ~~the~~ executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part <sup>of</sup> ~~the~~ making such sale on demand, to the said First parties this heirs and assigns.

IN TESTIMONY WHEREOF, The said part ~~of~~ of the first part have hereunto set their hand and seal the day and year last above written.

*Signed, Sealed and Delivered in Presence of*

Sylvester Stull (SEAL)  
Mary E. Stull (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31 day of October A. D. 1907, before me  
Jesse W. Huff a Notary Public in and for said County and State came Sylvester Smith  
and Mary B. Smith, his wife  
to me personally known to be the same person<sup>s</sup> 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 Feb 10 1960 Lb Jella R. Stiff Notary Public

Filed for Record the 28<sup>th</sup> day of Dec A. D. 1909, at 4<sup>35</sup> o'clock PM

By \_\_\_\_\_ Deputy. \_\_\_\_\_  
Register of Deeds.

The note herein described having been paid in full, this receipt is hereby released and the money credited discharged. As witness my hand this 1<sup>st</sup> day of June A. D. 1912

at St. - B. H. Cooper Cashier (Saw)

B. H. Cooper Cashier

Recorded Nov 7 - 1912  
 Alfred Lawrence, Registrar of Alcohol  
 R 74714 General Property.