

MORTGAGE-RECORD

P. F. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 11th day of September in the year of our Lord one thousand eight hundred and eighty nine between Fredrick Plee and Barbara Plee his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred and fifty three 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 party 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: The South west quarter of the North west quarter of section eleven (11) and the South east quarter of section Nineteen (19) all in Township fourteen (14) of Range Nineteen (19) East of the fifth Principal Meridian and containing two hundred (200) acres more or less, together

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Fredrick Plee and Barbara Plee his wife 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 indefeisible estate of inheritance therein free and clear of all incumbrances except one certain Mortgage for \$700.00 given by parties of the first part to George M. Olselt March 1st 1876

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred and fifty three Dollars with 10% interest from date according to the terms of three certain promissory notes this day executed and delivered by the said Fredrick Plee and Barbara Plee to the said party of the second part: One for \$257.00 payable 12 months after date. One for \$251.00 payable Twelve months after date and One for \$257.00 payable Eighteen months after date with interest as aforesaid

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 party of the second part its 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 party of the second part its 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Fredrick Plee and Barbara Plee their heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

A. G. HagerF. Plee (SEAL.)Barbara Plee (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this seventh day of September, A. D. 1889, before me, A. G. Hager Notary Public in and for said County and State, came Fredrick Plee and Barbara Plee his wife to me personally known to be the same persons 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 May 22nd 1892.A. G. Hager

Notary Public.

Recorded Sept 7 A. D. 1889, at 1.00 o'clock A. M.

James Brooks
Reg. later of Deeds