

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17 day of October in the year of our Lord one thousand eight hundred and ninety one between J. H. Freese and his wife Lizzie Freese of Douglas in the County of Douglas and State of Kansas of the first part, and M Reynolds of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred 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 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 North half of the South West quarter of Section Twenty Six (26) Town ship thirteen (13) of Range Twenty (20) East of the 4th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. H. Freese and Lizzie Freese do hereby covenant and agree, at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of two certain Coupon Notes Eight Coupons this day executed and delivered by the said J. H. Freese and Lizzie Freese to the said party of the second part:

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 his 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 his executors, administrators or assigns; and out of all 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 J. H. Freese and Lizzie Freese heirs and assigns.

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

Signed and delivered in presence of

J. H. Freese (SEAL)
Lizzie Freese (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 17th day of October, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came J. H. Freese and Lizzie Freese husband and 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 Sept - 6 - 1893 James Brooks Notary Public.
Recorded Oct - 17 - A. D. 1891, at 4²⁰ o'clock P - M.

James Brooks Register of Deeds

The following is indorsed on the original indenture
\$ 800.00 Oct 17th 1891
Received of J. H. Freese the within named Mortgage
the sum of Eight Hundred Dollars in full satisfaction
of the within Mortgage
J. M. Reynolds.

Recorded Oct 17th 1891 H. H. Dorman Register of Deeds.

