

Sam.



R. M. Murtleff

Notary Public

Cayuga Co. N.Y.

Recorded Nov 18. 1893 at 11⁴⁵ o'clock A.M.James Brooks
Register of Deeds

The following is endorsed on Original Instrument
in consideration of full payment of the within mortgage
I hereby release the same this 6 day of May 1896
Chas. T. Sears

Recorded May 6 1896

James Brooks

Register of Deeds
Cayuga Co. N.Y.

This Indenture, Made this 1st day of November in the year of our Lord, One Thousand Eight Hundred and ninety three between The Trustees of the Franklin County Mercantile Company of Ottawa in the County of Franklin and State of Kansas of the first part, and Chas. T. Sears of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Four hundred and fourteen 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 and parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South East Quarter (S. E. 1/4) of Section Nine (Sec. 9) of Township Fourteen (Tp. 14) of Range Eighteen (R. 18) and Twenty Acres of Section Thirteen (Sec. 13) Township Fourteen (Tp. 14) Range Eighteen (R. 18) Douglas County aforesaid with the appurtenances and all the estate, title and interest of the said parties of the first part therein, and the said Trustees of the Franklin County Mercantile Company 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, except one certain mortgage of One thousand dollars due in 1895.

This Grant is intended as a Second Mortgage to secure the payment of the sum of Four hundred and fourteen Dollars, according to the terms of a certain promissory note this day executed by R. N. Simple Manager of aforesaid Company to the said party of the second part, payable on or before One year after date at the Bank of Ottawa, Ottawa Kans, of four hundred and fourteen dollars with interest at seven per cent per annum until paid. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately be-