

JOURNAL CO. LAW OFFICE, KAN.

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety three between Charles E. Grice and Kate E. Grice his wife of Hollings in the County of Douglas and State of Kansas of the first part, and N. E. March of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 East Quarter of the South East Quarter of Section No. Thirteen (13) in Township No. Fourteen (14) South of Range No. Nineteen (19) East of the Sixth P.M. Forty (40) Acres Said first part here reserve the privilege of paying said sum or One Hundred Dollars or any multiple thereof in two years from date or at any interest payment thereafter

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles E. Grice and Kate E. Grice 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 in the quiet and peaceable possession of second party his heirs or assigns forever against all persons claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of One certain promise or note this day executed and delivered by the said Charles E. Grice and Kate E. Grice to the said party of the second part: payable in five years with interest as evidenced by coupons attached to said note 4% interest after maturity or default at the rate of ten percent per annum until paid

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 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 Charles E. Grice and Kate E. Grice heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.
Signed and delivered in presence of
N. E. Grice Charles E. Grice (SEAL.)
Kate E. Grice (SEAL.)
(SEAL.) (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of March, A. D. 1893, before me Justice of the Peace, a Notary Public in and for said County and State, came Charles E. Grice and Kate E. Grice 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 189
Recorded March 3 A. D. 1893, at 6 o'clock M.
N. E. Grice J. P. Notary Public.
James Brooks Register of Deeds.

Designed by Barth 31 Page 431 Released per Bush 35.0.8