

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twenty first day of March in the year of our Lord one thousand eight hundred and ninety three between Jesse Fix and Susan E. Fix his wife of the first part, and Richard S. Richards of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven 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: South east 1/4 of Section 26, twenty six township 12 N, twelve Range 17 W, in said County and State

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

This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Jesse Fix and Susan E. Fix to the said party of the second part: of even date herewith, payable to the order of said Richard S. Richards, two years after date with interest from date at the rate of eight (8) per cent per annum payable annually

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 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 Jesse Fix his heirs and assigns.

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

Signed and delivered in presence of

Jesse Fix (SEAL.)
Susan E. Fix (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of March, A. D. 1893, before me N. E. Benson, a Notary Public in and for said County and State, came Jesse Fix and Susan E. Fix 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 January 18 1895. N. E. Benson Notary Public.
Recorded March 21 A. D. 1893, at 2nd o'clock P. M.

James Brooke Register of Deeds.

The following is enclosed with the original instrument
In consideration of full pay-
ment of the within mortgage
I hereby release the mortgage
This day of March 1898

R. S. Richards
Recorded March 18 1898
Register of Deeds