

This Indenture, Made this 23<sup>d</sup> day of March in the year of our Lord one thousand eight hundred and ninety three between Fannie Hamilton and Newton Hamilton her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and B. S. Frederick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 South ten (10) acres of the North twenty (20) acres of the East thirty (30) acres of the South half (1/2) of North East quarter of Section thirty five (35) Township twelve (12) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Fannie and Newton Hamilton to the said parties of the second part: payable five (5) years from date at the Lawrence Nat Bank of Lawrence, Mo. with interest at the rate of seven (7) per cent per annum payable semi 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 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 Fannie Hamilton her heirs and assigns.

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

Signed and delivered in presence of

Fannie Hamilton (SEAL)  
Newton Hamilton (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

Be it Remembered, That on this 23 day of March, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Fannie Hamilton and Newton Hamilton her husband to me personally known to be the same person — 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 July 17 1895  
Recorded March 23 A. D. 1893, at 4<sup>30</sup> o'clock P. M.

Alfred Whitman Notary Public  
James Brooks Register of Deeds

See My book 31 page 10 for assignment of this mortgage

Received see Book 31 Page 15

of 1893 is intended as do original instrument