

This Indenture, Made this 25<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety three between Joel N. Fee and Vertrude B. Fee his wife of Jefferson in the County of Jefferson and State of Kansas of the first part, and James N. Barron of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen Hundred and fifty 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: Beginning at the North West corner of the North West fractional quarter of Section Six (6) in Township Twelve (12) South of Range Twenty (20) East of the South fifty (50) rods thence east One hundred and fifty seven (157) rods thence north fifty (50) rods thence west One hundred and fifty seven (157) rods to the place of beginning containing forty nine (49) acres of land more or less.

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 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 The consideration above named being for a balance of purchase money on said tract of land

This grant is intended as a Mortgage to secure the payment of the sum of Sixteen Hundred and fifty Dollars balance of purchase money according to the terms of two certain Promissory Notes this day executed and delivered by the said Joel N. Fee to the said party of the second part: note number one being for five hundred dollars due & payable on or before March 1<sup>st</sup> 1894 with interest at 7 per cent. Note number two being for eleven hundred and fifty dollars due & payable March 1<sup>st</sup> 1896 with interest at 7 per cent 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 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 parties of the first part their 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

Joel N. Fee (SEAL)  
Vertrude B. Fee (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 31<sup>st</sup> day of March, A. D. 1893, before me D. J. Hoedley, a Notary Public in and for said County and State, came Joel N. Fee and Vertrude B. Fee 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 March 15 1896  
Recorded March 31 A. D. 1893, at 2<sup>30</sup> o'clock P. M.

D. J. Hoedley Notary Public  
James Brooks Register of Deeds

The following is entered on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.  
At Witness my hand this 19 day of June, A. D. 1893  
James N. Barron

Recorded June 19th 1893  
James Brooks

*(Circular Notary Seal)*

This is based on the original instrument