

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety four between Fred Fritz and Fritz his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. L. M. Ray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 her 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: Lot Number One Hundred and Eighty one (181) Kentucky Street in the City of Lawrence

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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of two certain Promissory Notes this day executed and delivered by the said Fred and Fritz to the said party of the second part: payable \$900 One year from date and \$600 Two years from date at the Lawrence Nat Bank of Lawrence Kansas 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 of the second part her 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 her 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 part making such sale on demand to the said Fred Fritz his 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

Frederick Fritz (SEAL.)  
Elizabeth Y. Fritz (SEAL.)

STATE OF KANSAS, } ss.  
County of Johnson

Be it Remembered, That on this 7 day of July, A. D. 1894, before me Mary Case a Notary Public in and for said County and State, came Frederick Fritz and Elizabeth Y. Fritz 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 April 3d 1894

Recorded July 11 A. D. 1894, at 9 o'clock A. M.

Notary Public.

Register of Deeds.

I placed Saw Book 37 Page 273