

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety four between D. F. Fry and Mary A. Fry his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mary Rice of the second part,

Witnesseth, That the said party 1st of the first part in consideration of the sum of Three 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: North East Quarter (1/4) of the South West Quarter (1/4) of Section Twenty Six (26) Township Fourteen (14) Range Twenty (20) County and State aforesaid, containing forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party 1st of the first part therein. And the said D. F. Fry and Mary A. Fry 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 Three hundred dollars \$300. according to the terms of One certain Promissory note this day executed and delivered by the said D. F. Fry and Mary A. Fry to the said party of the second part: Said note due three years after date, drawing but at the rate of 8% per annum payable semi annually on the first day of December and June in each year first Coupon Note being due December 1st 1894. 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 her 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, appraisalment 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 party making such sale on demand to the said D. F. Fry and Mary A. Fry heirs and assigns.

In Witness Whereof, The said party 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

N. BristowD. F. FryMary A. Fry

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 3rd day of September, A. D. 1894, before me a Justice of the Peace, James Brooks a Notary Public in and for said County and State, came D. F. Fry and Mary A. Fry 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 189Recorded Sept 3 A. D. 1894, at 11 o'clock AMN. BristowJustice of the PeaceJames Brooks
Register of Deeds

The following is in full endorsed on the original instrument
Not. 22-1901
Record of D. F. Fry and Mary A. Fry the within named mortgage
the sum of Three hundred three and 50/100 Dollars, in full
satisfaction of the within mortgage.
Mary A. Rice

Recorded Oct 24th 1901
By W. D. Dorman

Register of Deeds
By Will B. Dorman

Deputy