

The following is endorsed on the original instrument
In consideration of full payment of the within Mortgage
we hereby release the same this 20th day of Oct. 1899

Recorded March 25th 1899

G. O. Swann
Register of Deeds
of M. D. Fisher
Deputy

Executors of the Estate
of Fitch Reed deceased
Marshall D. Leary

This Indenture, Made this 7th day of September in the year of our Lord one thousand eight hundred and ninety four between Samuel Namer, Administrator of Estate of Xavia Y. Fish, deceased. of the first part, and Fitch Reed, of same place. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 North half of the North East Quarter of Section No. Twenty nine (29), in Township No. Thirteen (13) South, of Range No. Twenty (20) East of the 6th P.M., containing 80 acres of land, more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel Namer, Administrator doth hereby covenant and agree that at the delivery hereof said the lawful owner 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 and Fifty Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Samuel Namer Administrator to the said party of the second part: due in two years from date, with interest at the rate of 8% per annum, payable annually, from date to maturity, and interest at the rate of 10% per annum after maturity until fully paid

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 Estate of Xavia Y. Fish, deceased. heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Samuel Namer (SEAL.)
Administrator of the (SEAL.)
Estate of Xavia Y. Fish (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7th day of September, A. D. 1894, before me L. A. Night a Notary Public in and for said County and State, came Samuel Namer, Administrator of Estate of Xavia Y. Fish, deceased 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 April 7 1895

Recorded Sept 7 A. D. 1894, at 11:35 o'clock M.

L. A. Night Notary Public.
James Brooks Register of Deeds.