

This Indenture, Made this 5th day of November in the year of our Lord one thousand eight hundred and ninety four between Jeremiah J. Brizendine & Amanda E. Brizendine his wife of Palmyra in the County of Douglas and State of Kansas of the first part, and Ellen Fitz of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part 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 South West corner of Samuel Bells land and thence East Sixty (60) rods thence South twelve and one half rods (12 1/2) thence West Sixty (60) rods thence North twelve and one half 12 1/2 rods to the place of beginning containing five acres of land more or less. It being a part of the North East quarter of Section No twenty (20) Township No fourteen (14) Range No twenty Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jeremiah J. Brizendine wife 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 except this Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars, Fifty Dollars due in one year and fifty dollars due in two years according to the terms of two certain notes this day executed and delivered by the said Party of the first part to the said party of the second part:

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 therefor, 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Jeremiah J. Brizendine his heirs and assigns.

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

Signed and delivered in presence of

Jeremiah J. Brizendine (SEAL)
Amanda E. Brizendine (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of Nov 5, A. D. 1894, before me, the undersigned, a Notary Public in and for said County and State, came Jeremiah J. Brizendine & Amanda E. Brizendine his wife 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 Feb 8 1896

Recorded March 11 A. D. 1895 at 11 o'clock A. M.

Notary Public.

Joseph Hiff
James Brooks
Register of Deeds.

Released Aug 2nd 1895 Page 311

(L.S.)