

This Indenture, Made this 26th day of August in the year of our Lord one thousand eight hundred and ninety five between Benjamin F. Frederick and S. H. Frederick his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Carrie E. Mc Knight of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of One Thousand 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: The Southeast quarter (4) of Section Thirteen (13) Township Thirteen (13) Range Eighteen (18) East of 8th M.

with all the appurtenances, and all the estate, title and interest of the said part II 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 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 One Thousand Dollars according to the terms of one certain promissory note this day executed and delivered by the said Benjamin F. and S. H. Frederick to the said party of the second part: payable on or before three (3) years from date at the Lawrence Nat Bank of Lawrence Kansas with interest at the rate of seven (7) per cent per annum.

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 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 Benjamin F. Frederick her heirs and assigns.

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

Signed and delivered in presence of

Benjamin F. Frederick (SEAL.)
S. H. Frederick (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26th day of August, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Benjamin F. Frederick and S. H. Frederick 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 July 17 1899.
Recorded Aug 26 A. D. 1895 at 5³⁰ o'clock P M. Alfred Whitman Notary Public.

James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
do Witness my hand this 4th day of July A.D. 1898
Attest William O. Biggs
County Clerk
Lawrence, Mo. 4/1898.

