

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety four between Benjamin F. Frederick and Sarah A. Frederick his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ada M. Bowman 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 him 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 No Two (2) Thirtieth (30) North half of Three (3) and North half of Twelve (12) all in in Block Twelve (12) Babcock's enlarged Addition to 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 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 one certain promissory note this day executed and delivered by the said Benjamin F. Frederick and Sarah A. Frederick to the said party of the second part: payable three (3) years from date at the Douglas County Bank Lawrence Kansas with interest at the rate of eight 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 him 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 him 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 B. F. Frederick 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

B. F. Frederick (SEAL)

Sarah A. Frederick (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 14 day of November, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Benjamin F. Frederick and Sarah A. 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 January 17 1899

Recorded Nov 14 A. D. 1895 at 2:35 o'clock P M.

Alfred Whitman

Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument  
This note herein described having been paid in full  
this mortgage is hereby released and is hereby cancelled and the same is returned to the mortgagor  
as witness my hand this 20th day of May 1898.  
Ada M. Bowman

Recorded May 21st 1898.