

This Indenture, Made this third day of March in the year of our Lord one thousand eight hundred and ninety six between E. S. Andis of Seecompton in the County of Douglas and State of Kansas of the first part, and George Smith of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred Seventy Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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: lots 40, 41, 42, 43 Block 38 and lots 3, 4, 5 and 6 1/2 lot 5 Block 39, all in the city of Seecompton according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said E. S. Andis hereby covenant and agree that at the delivery hereof he is 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 Seventy Five Dollars according to the terms of three certain promissory notes this day executed and delivered by the said E. S. Andis to the said party of the second part: payable at Seecompton Kans. as follows, to-wit: One Hundred dollars on the third day of March 1897, One Hundred dollars on the third day of March 1898, One Hundred Seventy Five dollars on the third day of March 1898, with interest thereon at 10% 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 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 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 E. S. Andis his heirs and assigns.

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

Signed and delivered in presence of

E. S. Andis (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 3 day of March, A. D. 1896, before me, J. N. Bonebrake, a Notary Public in and for said County and State, came E. S. Andis an unmarried man 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 Jan 4 1900
 Recorded March 8 1896 at 4 o'clock A. M. J. N. Bonebrake Notary Public.

James Brooks Register of Deeds.

The following is indorsed on Original Instrument.
 Dec 17 1896
 Received of E. S. Andis the within named mortgage for the sum of \$375 and the same for and to his full satisfaction of the within mortgage recorded Jan'y 11 1897
 James Brooks
 Reg. of Deeds

