

This Indenture, Made this 30th day of March in the year of our Lord one thousand eight hundred and ninety six between Jonas Fitch (McDown) of North Lawrence in the County of Douglas and State of Kansas of the first part, and C. R. Smith Agent of Lawrence Kans. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty One 1/2 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 96 Ninety Six in Walnut Park North Lawrence Kans.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jonas Fitch (McDown) do 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 Fifty one & fifty one hundred Dollars according to the terms of Only certain Note this day executed and delivered by the said C. R. Smith Agt. 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 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 part of the second part 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 Jonas Fitch 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

Jonas Fitch (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30 day of March, A. D. 1896, before me, John M. Spencer, a Notary Public in and for said County and State, came Jonas Fitch of Lawrence Kansas 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 Sept 15th 1896
Recorded March 30 A. D. 1896, at 9³⁰ o'clock M.

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on Original Instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 4th day of April A.D. 1896
Recorded April 4th 1896
C. R. Smith Agt.
James Brooks
Register of Deeds
Douglas County

(L. D.)