

This Indenture, Made this 25th day of November in the year of our Lord one thousand eight hundred and ninetysix between M. B. Ray and Annie Ray, husband and wife of Kanwaka, Tp. in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of Lawrence, Douglas Co., Kans. of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three 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 its 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 East Eighty Five (85) acres of the South East quarter of Section Eleven (11) Township Thirteen (13) Range Eighteen (18) East of the 6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said M. B. Ray

do hereby covenant and agree that at the delivery hereof he 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 Except one certain mortgage for \$550, to Wilder S. Metcalf recorded in Book 25 pg 535-6.

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars payable on or before May 25th 1898 with interest from date at eight percent per annum according to the terms of One certain Note and three interest coupons attached this day executed and delivered by the said M. B. Ray and Annie Ray to the said party of the second part payable on or before May 25 1898.

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 its 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 its 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 M. B. Ray, his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. W. Sparr

M. B. Ray

Annie Ray

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 25th day of November, A. D. 1896, before me, Geo. A. Banks, a Notary Public in and for said County and State, came M. B. Ray and Annie Ray, husband and 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 Dec 1st 1896

Geo. A. Banks

Notary Public.

Recorded Nov 25 A. D. 1896, at 11¹⁰ o'clock A. M.

James Brooks
Register of Deeds.

*The following is indorsed on the 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 12 day of such A.D. 1898
Wm. H. Kuchel
Recorded March 12 1898*

*Wm. H. Kuchel
Recorded March 12 1898*