

This Indenture, Made this 15 day of February in the year of our Lord one thousand eight hundred and ninety seven between Fred W. Flee and Elise Flee, his wife of Worden in the County of Douglas and State of Kansas of the first part, and Anna F. Clarke of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Six 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 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 North East quarter of the South West quarter of section thirty-two (32) Township fourteen (14) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 S. 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 Six Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Fred W. and Elise Flee to the said party of the second part: Payable five (5) years from date at the Lawrence National Bank of Lawrence, Kansas with interest at the rate of eight per cent per annum payable 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 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 Fred W. Flee, his heirs and assigns.

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

Signed and delivered in presence of

Fred W. Flee (SEAL.)
Elise Flee (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 15 day of February, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Fred W. Flee and Elise Flee, his wife to me personally known to be the same person S. 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'y 17 1899 Alfred Whitman Notary Public.
Recorded Febr 15 A. D. 1897, at 5:15 o'clock P.M.

James Brooks Register of Deeds.

I Anna F. Clarke the mortgage named in this mortgage do hereby acknowledge full payment of the said loan of money, and discharge the same, and return my hand this 9th day of October A.D. 1900.

*Alfred Whitman
Register of Deeds.*

