

This Indenture, Made this 9th day of June in the year of our Lord one thousand eight hundred and ninety seven between Emanuel Bixler and Myra Bixler husband and wife of Palmyra Ia in the County of Douglas and State of Kansas of the first part, and Alexander Lewis of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Thirteen Hundred and Fifty 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 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:

The South half of the North West fractional quarter of Section Five (5) Township Fifteen (15) South of Range Twenty One (21) East of the 6th principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emanuel Bixler 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 Thirteen Hundred and Fifty Dollars according to the terms of One certain promissory note and coupons this day executed and delivered by the said Emanuel Bixler and Myra Bixler to the said party of the second part: payable five years after date with interest payable annually at the rate of seven and one half percent per annum all payable at the Lawrence National Bank of Lawrence Kansas 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 Emanuel Bixler his heirs and assigns.

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

Signed and delivered in presence of

Emanuel Bixler (SEAL.)
Myra Bixler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 9th day of June, A. D. 1897, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Emanuel Bixler and Myra Bixler husband and 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 Dec 1, 1900 Geo. A. Banks Notary Public.
Recorded June 9 A. D. 1897, at 4:20 o'clock P. M.

James Brooks
Register of Deeds.

(The following is endorsed 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 12th day of May A. D. 1910
Luther N. Lewis, Sole Heir at Law
of Alexander Lewis, Deceased.

Recorded Aug 2 1910
Floyd A. Lawrence
Register of Deeds