

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and ninety seventy between Hermann Drees and Frederika Drees husband and wife of Kansas in the County of Douglas and State of Kansas of the first part, and Jesse Fric of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Four Hundred Ninety and 3/4 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: South East quarter of Section Twenty Six (26) in Township Twelve (12) South, Range Seventeen (17) East of the Principal Meridian, containing 160 Acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Hermann Drees 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 except two certain Mortgages to Richard J. Richards recorded in Mortgage Books 286, 173 and Book 286 182 Said Douglas County records

This grant is intended as a Mortgage to secure the payment of the sum of Twenty four hundred Ninety and 3/4 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Hermann Drees to the said party of the second part: Payable March 1, 1898 being for part purchase money for said land

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 Hermann Drees, 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

Geo. A. Banks

Hermann Drees (SEAL.)

Frederika Drees (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of November, A. D. 1897, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Hermann Drees and Frederika Drees, 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 1, 1900 Geo. A. Banks Notary Public.

Recorded Nov 8 A. D. 1897, at 3 o'clock P.M.

James B. Smith
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 first day of March A.D. 1898*

Jesse Fric
Recorded March 1st 1898.
By W. H. D. Register of Deeds

(Signature)