

This Indenture, Made this Twenty Sixth day of August in the year of our Lord one thousand eight hundred and ninety seven between Joseph Griffis an unmarried man of Ireland P.O. in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and eighty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 South West quarter of Section Sixteen (16) in Township Fourteen (14) of Range Twenty (20) in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph Griffis 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 save and except a certain Mortgage of \$2000. to the Mutual Benefit Life Insurance Company upon which all matured interest is now paid except the sum of \$3.00 only

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred & eighty five Dollars according to the terms of an certain Note this day executed and delivered by the said Joseph Griffis to the said party of the second part: Payable six months after date with interest at 8 percent

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 Party of first part, his 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

Jimmie Watt

Joseph Griffis

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 26 day of August, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Joseph Griffis, an unmarried man 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 28 Decr 1897

Hugh Blair

Notary Public.

Recorded Nov 30 A. D. 1897, at 10³⁰ o'clock A.M.

James Brooks

Register of Deeds.

The following is a true and correct copy of the original instrument as the same is recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 30th day of November, 1897.

Recorded Oct 2 " 1899