

This Indenture, Made this 11th day of April, in the year of our Lord one thousand eight hundred and ninety eight between S. L. McKenzie and Ada McKenzie his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Anthony Fredrickson of the same place of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of One 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: Lots Numbered one hundred and four (104) and one hundred and five (105) on the North side of Maple Street in addition No. 2 in that part of the City of Lawrence known as North Lawrence according to the plat thereof

with all the appurtenances, and all the estate, title and interest of the said part ies 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 One hundred and fifty Dollars according to the terms of Two certain promissory Notes this day executed and delivered by the said S. L. McKenzie and Ada McKenzie his wife to the said party of the second part: One for the sum of seventy five Dollars due one year after date, with interest at eight per cent. One note for seventy five Dollars due two years after date with interest at eight per cent 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 party of the second part his heirs and assigns.

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

Signed and delivered in presence of

S. L. McKenzie (SEAL.)
Ada McKenzie (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 12th day of April, A. D. 1898, before me, _____ a Notary Public in and for said County and State, came S. L. McKenzie and Ada McKenzie 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 Oct 8th 1900

Recorded April 12 A. D. 1898 at 3²⁰ o'clock P.M.

Wilder S. Metcalf
Notary Public,
W. S. Metcalf
Register of Deeds.

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released, and the said trusty created, discharged, As witness my hand, This 8 day of May A.D. 1900.

Recorded May 8, 1900. W. S. Metcalf, Register of Deeds.

