

This Indenture, Made this 25th day of April in the year of our Lord one thousand eight hundred and ninety eight between Raymond S. Enslow an unmarried man of Marion Township in the County of Douglas and State of Kansas of the first part, and Fritz M. Whitman of the second part.

Witnesseth, That the said part y of the first part in consideration of the sum of Three Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth grant, bargain, sell and mortgage to the said part y 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 East half (1/2) of the East half (1/2) of the North East quarter (1/4) of Section Nine (9) in Township Fifteen (15) of Range Eighteen (18) Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Raymond S. Enslow he is doth 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 Three Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Raymond S. Enslow to the said part y of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached

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 part y 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 part y 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 part y making such sale on demand to the said Party of the first part his heirs and assigns.

In Witness Whereof, The said part y of the first part, hath thereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

Raymond S. Enslow (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 25th day of April, A. D. 1898, before me, Jennie Watt, a Notary Public in and for said County and State, came Raymond S. Enslow 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 30th mch 1900

Recorded April 26th A. D. 1898, at 2³⁰ o'clock P.M.

Jennie Watt Notary Public.

W. S. Norman Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full after mortgage is hereby released and the lien hereby created discharged.
As Witness my hand 25 day of September A.D. 1899.
Attest
Hugh Blair
W. S. Norman Register of Deeds.

Recorded Sept 25th 1899.

