

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 North East quarter of Section Thirty Five (35) in Township Thirteen (13) Range Eighteen (18) East of the 6th C. M. containing 160 acres more or less with the appurtenances, and all the estates, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of One Thousand Dollars, due and payable ⁱⁿ three years from date thereof, with interest thereon from date at seven per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said parties of the first part, with three annual interest coupons attached to the said party of the second part; and this conveyance shall be void if such payment be made as in said note coupons and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and in default whereof said party of the second part may pay such taxes and ^{any} penalties and costs which may have accrued thereon, of said first parties, and such taxes, penalties, costs and shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in the payment of said note or any part thereof, or any interest thereon, or of the taxes then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby named 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 sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Henry Ulrich, his heirs or assigns, said Ulrich may pay on the principal of said note \$100. or any multiple thereof at any time when interest is due and payable. In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written. Henry Ulrich *(seal)* Mrs. Ulrich *(seal)*

Recorded Oct 10th 1901
by G. J. Donnan
Notary Public
By Lillie B. Donald
Deputy

The following is enclosed on the original instrument
J. A. Lewis the mortgagee in due course acknowledged
full payment and satisfaction of the indebted mortgage
Oct 10 - 1901