

This Indenture, Made this 28 day of March in the year of our Lord one thousand eight hundred and ninety nine between E. M. Freeman and Winnie H. Freeman husband and wife of Marion Tp. in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of Lawrence Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Seven Hundred 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, heirs and assigns forever, all the tractor parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The south half of section twenty three (23) and North half of the north west quarter of section twenty six (26) all in Township Fourteen (14) south of Range seventeen (17) East of the 6th P. M. containing 400 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 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 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, subject to a prior mortgage of \$800 to the Shawnee Fire Insurance Co. of Kans.

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred dollars due and payable in six months from date thereof, with interest thereon from date at 10 per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said E. M. and Winnie H. Freeman to the said party of the second part.

and this conveyance shall be void of each payment by made by said party and the assessment specified; and the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises for said party and their heirs and assigns forever, in default whereof interest shall be paid on the second part, with pay and charges and any penalties and costs which may have accrued thereon at the expense of said first party, and such taxes and costs, shall from the date of payment or any additional sum under this mortgage, on said premises, and shall bear interest at the rate of 10 percent per annum. 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, or their heirs, 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, or their heirs, administrators and assigns; and out of all the moneys arising from such sale, to retain the amount then due, for principal and interest, together with the costs and charges for making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said E. M. Freeman 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

E. M. Freeman (SEAL)

Winnie H. Freeman (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.

County of Douglas County }

Rev. Stamp
10c.

Ex. S.

Be it Remembered, That on this 3^d day of March, A. D. 1899, before me, Geo. A. Banks, a Notary Public in and for said county and State, came E. M. Freeman and Winnie H. Freeman husband and 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 Dec. 1-1900 Geo. A. Banks Notary Public.

Recorded March 4 A. D. 1899, at 3 o'clock P. M.

G. H. Foxman Register of Deeds.

The following is endorsed on the original instrument

In consideration of full payment of this within mortgage, thereby release the same, this 30 day of March, 1900.

Recorded March 30-1900.
G. H. Foxman Register of Deeds
By Willie B. Sotman Deputy

(Released Out Book 55 Page 452)

Lawrence National Bank,
Lawrence, Kans.
H. C. Howe B.

(For partial release see Book 37 Page 379)