

This Indenture, Made this 17<sup>th</sup> day of October in the year of our Lord one-thousand eight hundred and ninety nine between J. H. Fressel and his wife Lizzie Fressel of Sibley in the County of Douglas and State of Kansas of the first part, and J. M. Reynolds of Lawrence of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 half of the south west quarter of section Twenty six (26) Township Thirteen (13) Range Twenty (20) East of the 6<sup>th</sup> E. 1<sup>st</sup> N.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do hereby covenant and agree that at the delivery hereof J. H. Fressel and Lizzie Fressel 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 Except a mortgage dated October 17<sup>th</sup> 1897 for eight hundred Dollars on which there remains due and unpaid three hundred dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of and certain Note this day executed and delivered by the said J. H. Fressel and his wife Lizzie Fressel to the said party of the second part:

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 cost 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 J. H. Fressel and Lizzie Fressel, their 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

Wm. B. Seymour

J. H. Fressel (SEAL)

Lizzie Fressel (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 17<sup>th</sup> day of October, A. D. 1897, before me, Wm. B. Seymour a Notary Public in and for said county and State, came J. H. Fressel and his wife Lizzie Fressel 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 Jan. 5 1900 W. B. Seymour Notary Public.

Recorded Oct. 17<sup>th</sup> A. D. 1897, at 3<sup>45</sup> o'clock P. M.

W. B. Seymour  
Register of Deeds.

The following is inclosed as the original instrument  
The note herein described having been paid in full this mortgage is hereby  
released and the lien thereby created is hereby  
S. M. Reynolds.

Recorded October 17<sup>th</sup> 1900  
Wm. B. Seymour Register of Deeds