

This Indenture, Made this 25th day of October in the year of our Lord one thousand eight hundred and ninety nine between Joseph Griffis an unmarried man of Palmyra Township in the County of Douglas and State of Kansas of the first part, and J. P. Fisher of Colorado of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Thousand Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell, 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 southwest quarter of section number sixteen (16) and Township number fourteen (14) of range Twenty (20) in said county and State containing by measurement 160 acres more or less.

J. P. Fisher

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph Griffis do 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 Two Thousand Five Hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Party of the first part to the said party of the second part:

Payable five years after date to order of party of second part with interest at 10% after maturity, or default, until maturity and until maturity or default according to conditions 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 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, appraisal hereby waived or not at the option of the party of the second part executors, administrators or assign, 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 first part his heirs and assigns. Griffis reserved to make payments of from 100 to 500 on account principal money after each year when any installment falls due.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

G. H. Weaver

J. C. Hendrix

STATE OF KANSAS,

County of Wichita County } SS.

Joseph Griffis (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 30th day of October, A. D. 1899, before me, R. K. Davis, Clerk District Court a Notary Public in and for said county and State, came Joseph Griffis a single 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 Jan 1, 1901 R. K. Davis

Recorded Nov 1 A. D. 1899, at 11³⁵ o'clock A.M. Clerk District Court

R. K. Davis
Register of Deeds.

Recorded Jan. 30 1899. \$20.00
 A. W. Conaway, Reg. of Deeds.
 By Eric S. Anderson, Reg.
 of the within mortgage.
 The following is entered in the record instrument.
 20th January 1899