

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of October in the year of our Lord one thousand eight hundred and ninety nine between Joseph Griffis and unmarried man

of Palmira Township in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she grant, bargain, sell and mortgage to the said party 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 south west quarter of section number sixteen (16) in Township fourteen (14) Range Twenty (20) in said County and State

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 she hereby covenant and agree that at the delivery hereof she 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 Save and except a certain other mortgage of even date herewith for \$2500.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars

according to the terms of one certain Note this day executed and delivered by the said Party of the first part to the said party of the second part: Payable two years after date with interest in the meantime until maturity or default at rate of 8% semi-annually and 10% after maturity or default until paid.

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

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

sealed
Signed and delivered in presence of

E. H. McEwen
J. C. Henderson
STATE OF KANSAS,
County of Malheur } SS.

Joseph Griffis (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 25th day of October, A. D. 1897, before me, R. K. Davis Clerk District Court, a Notary Public in and for said county and State, came Joseph Griffis and 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. 4th A. D. 1897, at 1⁰⁰ o'clock P. M. Clerk District Court

H. A. Soxman
Register of Deeds.

The following is entered on the original instrument.
 \$450.00 - January 16th 1900.
 Received of Joseph Griffis the within named mortgage for the sum of Four hundred and fifty and no/100 Dollars, beside accrued interest thereon in full satisfaction of the within mortgage.
 Witness: Ralph B. Bowman

Recorded Jan. 20th 1900 -
 A. W. Armstrong Reg. of Deeds.
 By Elia C. Combs Reg.

