

This Indenture Made this thirtieth day of January in the year of our Lord one thousand eight hundred and eighty three between Milton Frazer of the County of Douglas and State of Kansas of the first part and Charlotte C. Heacock of South Bruce New York of the second part

Witnesseth That the said party of the first part in consideration of the sum of Five Hundred and Fifty Dollars to him duly paid the receipt of which is hereby acknowledged hath sold and by these presents doth 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

Commencing at the South West corner of Section No. Thirteen 13 in Township No. Twelve 12 South of Range No. Nineteen 19 East of 6" Principal Meridian and running thence East Eighty 80 Rods thence North forty 40 Rods thence West Eighty 80 Rods thence South forty 40 Rods to beginning containing twenty 20 acres of land more or less reserving two 2 Rods wide on the West thereof for a road

with the appurtenances and all the estate title and interest of the said party of the first part therein and the said Milton Frazer doth 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 Five Hundred and Fifty Dollars in one two and three years with interest from date until paid at the rate of Eight per cent per annum payable semi annually being part purchase money of the above premises according to the terms of three 3 certain mortgage notes this day executed and delivered by the said Milton Frazer to the said party of the second part and this conveyance shall be void if such payment 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 then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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

For assignment and release see Book 11 Pages 539 & 540.