

This Indenture Made this 28th. day of July in the year of our Lord one thousand eight hundred and eighty three between Jesse Fix and Susan E. Fix his wife of in the County of Douglas and State of Kansas of the first part and George Bahnmair of the County of Douglas of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Three Hundred and Fifty 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 South East quarter of Section twenty six (26) in Township Twelve (12) of Range Seventeen (17)

with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said Jesse Fix and Susan E. Fix do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Three hundred and fifty Dollars according to the terms of three certain promissory notes this day executed and delivered by the said Jesse Fix and Susan E. Fix to the said George Bahnmair payable at National Bank of Lawrence as follows to wit: \$150⁰⁰ dollars on the 15th. day of November 1884 100 dollars on the 15th. day of " 1885 100 dollars on the 15 day of " 1886 with interest thereon at the rate of 2 per cent payable annually 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 thereon 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 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 sale to retain the amount then due for

This mortgage has been fully satisfied
June 1, 1887 George Bahnmair
attest-

B. J. Horton

129 Reg. str. & sec. 105