

This Indenture made this 25 day of October in the year of our Lord one thousand eight hundred and eighty one between Robert S. Dodder and Sarah E. Dodder his wife of Marion in the County of Douglas and State of Kansas of the first part and Mary M. Lewis of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Four 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 this heirs and assigns forever all that tract or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit: The West half of the North East quarter of Section number Six (6) in Township Fifteen 43T of Range Eighteen 28 East with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Robert S. Dodder does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance therein and will Warrant and Defend the same and that the same is free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars with interest at eight per cent per annum according to the terms of one certain note this day executed and delivered by the said Robert S. Dodder 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 her executor administrator and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law for foreclosure hereby received or not at the option of the party of the second part her executor administrator or assigns and out of all the money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said Robert S. Dodder his heirs and assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Robert S. Dodder, 
 Sarah E. Dodder, 