

This Indenture Made this 25th day of August in the year of our Lord one thousand eight hundred and eighty nine between Marshall Dodder and his wife Mattie Dodder of Marion Township in the County of Douglas and State of Kansas, of the first part, and Rachel H. Ford of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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, 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 North East quarter of Section Two (2) Township Fifteen (15) 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 Marshall Dodder do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and kept of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and he does further expressly waive all benefits of some-

as provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain note this day executed and delivered by the said Marshall Dodder and Mattie Dodder to the said Rachel H. Ford payable at the office of U. Grover or to his lawrence as follows to wit:

Five hundred dollars on the 25th day of August 1892, with the interest thereon at 7 per cent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is 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 executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, approved or not, at the option of the party of the second part, executors, administrators or assigns; and out of all the moneys 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 a reasonable attorneys fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said Marshall Dodder his heirs or assigns.

In Witness Whereof, The said parties of the first part, have hereunto set

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 12 day of Aug 1892
Rachel H. Ford

Recorded August 12th 1892
James B. Ford
Register