

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and eighty ninety between James H. Childs and Mattie Childs husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and P. A. Dolbe of said County and State of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four thousand 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 Northeast quarter of Section Seven, T12S, R12E, of the 6th principal meridian, fourteenth (14) of range nineteen (19) east of the 6th principal meridian.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Childs and Mattie Childs husband and wife 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 Four thousand dollars according to the terms of two certain promissory notes this day executed and delivered by the said James H. Childs and Mattie Childs to the said party of the second part his pay as follows: two thousand dollars (\$2000) in five years from date with interest at seven (7) percent from date and two thousand dollars (\$2000) at five (5) percent from date payable in 10 years.

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 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any, there be, shall be paid by the party making such sale on demand to the said James H. Childs and Mattie Childs husband and wife their 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.

Signed and delivered in presence of

James H. Childs (SEAL.)

Mattie Childs (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this First day of May, A. D. 1890, before me, A. H. Hager, a Notary Public in and for said County and State, came James H. Childs and Mattie Childs husband and wife to me personally known to be the same persons 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 May 22nd 1892.

Recorded May 1 A. D. 1892, at 3 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The mortgage herein recorded has been paid in full. The receipt therefor is hereby acknowledged and the lien hereby created discharged. Witness my hand July 10th 1892. James Brooks Register of Deeds.