

This Indenture, Made this 7th day of March in the year of our Lord one thousand eight hundred and Ninety one, between Robert I. Dodder and Sarah E. Dodder his wife of the County of Osage and State of Kansas of the first part, and Marshall Dodder of the County of Douglas and State of Kansas of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of Five Hundred $\$$. Dollars, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm, unto the said party of the second part, his heirs and assigns, the following-described land situated in the County of Douglas and State of Kansas to-wit: East Half of North East quarter of Section Six (6) Township Fifteen (15) Range Eighteen (18) Containing Eighty acres more or less Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining both in law and equity, To have and to hold the said premises unto the said party of the second part, and his heirs and assigns forever.

And the said parties of the first part, for themselves and their heirs, executors, and administrators, do covenant and agree, to and with said party of the second part, his heirs, and assigns, that they are seized of the said premises, as of a good and indefeasible inheritance in law, in fee simple, and that said premises are clear of all liens, taxes, assessments and incumbrances whatsoever. And the said parties of the first part, do hereby, and will by these presents, warrant and forever defend the said premises unto the said party of the second part, and his heirs and assigns against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments, exemptions and incumbrances whatsoever. This grant is intended as a first mortgage to secure the payment of the sum of Five hundred dollars according to the conditions of a certain Mortgage note this day executed and delivered by the said Robert I. and Sarah E. Dodder parties of the first part, to the said Marshall Dodder 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 the interest due thereon, or if the taxes and assessments of every nature, which are by law made due and payable, are not paid when the same become due, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators and assigns to sell the premises hereby granted, or cause the same to be sold, with all the appurtenances, in the manner prescribed by law; and, out of the moneys arising from such sale, to retain the amount due for principal, interest, protest fees and damages for the same, with costs and charges of sale, and the overplus, if any there be, shall be paid, on demand, by the party making such

The following is a true and correct copy of the original instrument

In consideration of full pay-

ment of the within mortgage

thereby release the same this

30th day of March, 1892

at Marshall Dodder

Recorded March 30, 1892 at 10 o'clock A.M. Given by Book Register of Deeds

W. W. Carman Deputy