

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of June in the year of our Lord one thousand eight hundred and ninety one between P.A. Dolbee and his wife E.M. Dolbee of Bond in the County of Douglas and State of Kansas of the first part, and William C. Bigger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 West half of the South West quarter of Section Four (4) Township Fourteen (14) of Range Nineteen (19) East of the 6th P.M. Kansas. The parties of the first part reserves the right to pay the debt hereby secured at the end of two years or at any interest payment thereafter by paying one month's interest in excess.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 and that they will warrant and defend the same against all legal claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars according to the terms of One certain Coupon note in interest notes this day executed and delivered by the said P.A. Dolbee to the said party of the second part:

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 parties 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 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 part making such sale on demand to the said P.A. Dolbee 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

P.A. Dolbee (SEAL.)
E.M. Dolbee (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 16th day of June, A. D. 1891, before me James Brooks, a Notary Public in and for said County and State, came P.A. Dolbee and E.M. Dolbee 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 Sept. 6th 1893Recorded June 18 A. D. 1891, at 2³⁰ o'clock P. M.

James Brooks Notary Public.
James Brooks Register of Deeds

The following is endorsed on original instrument:
 In consideration of full payment of the within mortgage I hereby release the same this 8 day of December 1896
Wm. C. Bigger

Recorded Dec 8, 1896 James Brooks Register of Deeds
 H. W. Carman Deputy

See Book 31 Page 711 for assignment.
 See Book 29 Page 55 for assignment.