

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of August in the year of our Lord one thousand eight hundred and ninety one between Henry Nieder and his wife Kate Nieder of Bond in the County of Douglas and State of Kansas of the first part, and P. A. Dolbee of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 East one half (1/2) of the North West quarter (1/4) of Section Thirty one (31) in Township Thirteen (13) of Range Nineteen (19) East of the 6th M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Nieder do hereby covenant and agree, at the delivery hereof he is the lawful owner 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 Two Thousand Dollars according to the terms of two certain Notes with interest Coupons this day executed and delivered by the said Henry Nieder to the said party of the second part: Each for \$1000.00 payable at the Merchants National Bank Lawrence Kansas, due in five and ten 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 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 Henry Nieder heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Henry Nieder (SEAL.)Kate Nieder (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3^d day of August, A. D. 1891, before me a Justice of the Peace James Brooks, a Notary Public in and for said County and State, came Henry Nieder and Katharine Nieder his wife to me personally known to be the same person 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 18Recorded Aug - 3 A. D. 1891, at 10 o'clock M.

A. Creel Notary Public.
James Brooks Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 4 day of October, 1891.

P. A. Dolbee
James Brooks (Seal)
Register of Deeds