

subscribed to the within instrument, as the Guardian of Jasper Nichols and Katie Nichols and the said D. E. Nichols acknowledged to me that he subscribed the name of Jasper and Katie Nichols thereunto as principals, and his own name as Guardian.

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, at my office in the County of Santa Clara, the day and year in this Certificate first above written



C. M. Wooster

Notary Public

Recorded Jan. 25, 1892 at 3 o'clock A.M.

James Brooks

Register of Deeds

Released see Book 33 Page 289

This Indenture, Made this 25th day of January in the year of our Lord one thousand eight hundred and ninety two between Samuel Breckenridge and Ann Eliza Breckenridge his wife of the Township of Wakarusa in the County of Douglas and State of Kansas, of the first part and John M. Adler of the second part:

Witnesseth That the said parties of the first part in consideration of the sum of Twelve 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 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: All that part of the S. E. quarter (1/4) of Section number 16 lying South of the Wakarusa Creek and the N. W. quarter (1/4) of the N. E. quarter (1/4) of Section number 21 all in Township 13 Range 20 containing 66 acres more or less with 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 claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred Dollars, according to the terms of One certain promissory note this day executed by the said Parties of the First Part to the said party of the second part, said note being given for the sum of Twelve hundred Dollars, dated 25th Jan. 1892 due and payable in five years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and

(Original filed see Book 33 Page 418)