

notary public in and for said County and State, came Park Netzel 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 subscribed my name and affixed my official seal on the day and year last above written.

L. B.

Walter L. Howe

Notary Public

My Com. Expires February 25, 1895.

Recorded March 9, 1894 at 3³⁰ o'clock P.M.

James Brooks

Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. At witness my hand, this 19 day of February A.D. 1890
G. L. Woodward

Recorded March 1-1890.
Walter L. Howe, Notary Public, Deputy.

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety four between John M. Nye (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Aaron Miller of the same place of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of Three thousand and five hundred ⁰⁰/₁₀₀ Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South West Quarter of Section Thirty three (33) in Township Thirteen (13) of Range Nineteen (19) with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Three thousand and five hundred Dollars, and interest thereon, according to the terms of 7 certain mortgage notes and 21 interest notes or coupons, this day executed by the said John M. Nye as a part of the purchase money of said land as above set forth to-wit: Note No. 1, for Five Hundred Dollars, due on or before July 1st 1894. Notes No. 2 to 7 inclusive for Five hundred Dollars each, and due March 1st 1895, 1896, 1897, 1898, 1899 and 1900 all dated March 1st 1894, payable to Aaron Miller or order, at The Lawrence Nat-