

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this thirtieth day of July in the year of our Lord one thousand eight hundred and ninety two between A. M. Nebeter and Emeline J. Nebeter his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Maryett Knight of the State of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: The North half (N. 1/2) of the North East quarter (N. E. 1/4) of Section 18, Township fifteen (15) Range Twenty (20) containing Eighty acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. M. Nebeter and Emeline J. Nebeter his wife do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain promise or note this day executed and delivered by the said A. M. Nebeter and Emeline J. Nebeter his wife to the said party of the second part: for Five Hundred Dollars due and payable upon the death of the said A. M. Nebeter and Emeline J. Nebeter, to draw four percent interest, interest payable annually

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 the 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 A. M. Nebeter Emeline J. Nebeter their 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
A. M. Nebeter (SEAL.)
E. J. Nebeter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of November, A. D. 1892, before me James Brooks, a Notary Public in and for said County and State, came A. M. Nebeter and E. J. Nebeter who represent themselves as 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 11 - 6 - 1893
Recorded Nov - 9 - 1892, at 6 o'clock P. M.
James Brooks Notary Public.
Register of Deeds.

The following is indorsed on the original instrument
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
As witness my hand, this 30 day of May A.D. 1896
Emeline J. Nebeter

Recorded November 10th 1896
A. M. Brooks
Register of Deeds

(For assignment see Book 3 Page 200)

