

This Indenture, Made this sixth day of September in the year of our Lord one thousand eight hundred and ninety three between Robert F. C. Niedemann and Anna S. Niedemann his wife of Douglas in the County of Douglas and State of Kansas of the first part, and James Tegert of the same County and State of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty 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 South Forty (40) feet of Lot Three (3) and all of Lot Four (4) in Block Fifteen (15) same place Addition in the City of Lawrence, County and State aforesaid.

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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and fifty Dollars according to the terms of Five certain Promissory Notes this day executed and delivered by the said Robert F. C. Niedemann to the said party of the second part: said notes for a balance on the purchase money for the above described tract of land

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 parties of the first part or 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

Robert F. C. Niedemann (SEAL.)

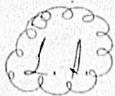
Anna S. Niedemann (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 6<sup>th</sup> day of September, A. D. 1893, before me D. L. Hoadley, a Notary Public in and for said County and State, came Robert F. C. Niedemann and Anna Niedemann his 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 March 15<sup>th</sup> 1896

Recorded Sept 7 A. D. 1893, at 9<sup>30</sup> o'clock A. M.

D. L. Hoadley

Notary Public

James Brooks  
Register of Deeds

For Release See Book 33 Page 38