

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of September in the year of our Lord one thousand eight hundred and ninety three between Fred Neek and Magdalena Neek his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. D. Hoyt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of sixteen hundred (\$1600) DOLLARS, to him 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 half of the following described tract of land to-wit: The south fractional half of the North West fractional Quarter of Section No Eighteen (18) in Township No Twelve (12) South of Range No Twenty (20) in said County and lying west of the Union Pacific rail road track containing Thirty Two acres more or less except the right of way to the Union Pacific R. R. Company.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Fred Neek and wife 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 sixteen hundred (\$1600) Dollars according to the terms of One certain Note this day executed and delivered by the said First parties to the said party of the second part: Payable in five (5) years, interest at Eight (8) per cent 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 Fred Neek his heirs and assigns.

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

Signed and delivered in presence of

Friedrick Neek (SEAL.)
Magdalena Neek (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 30 day of September, A. D. 1893, before me J. I. Stule, a Notary Public in and for said County and State, came Friedrick Neek and Magdalena Neek 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 June 18 1894 J. I. Stule Notary Public.
 Recorded Oct 2 A. D. 1893, at 4 o'clock P - M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
 These have been described having been paid in full, this mortgage is hereby released and the same may now be discharged. An witness my hand this second day of September A. D. 1907.

W. D. Hoyt

Henry C. Day
Henry C. Day
Henry C. Day

Recorded May 17 1894
Estelle D. Dethlefs
 Register of Deeds.

