

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of December in the year of our Lord one thousand eight hundred and ninety three between Minnie Dolechal and Joseph Dolechal her husband of Kans City in the County of Wyandotte and State of Kansas of the first part, and Edward Munk of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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 North Ninety Five (95) acres of the North East Quarter of Section No. Two (2) Township No. Thirteen (13) South of Range No. Nineteen (19) less a tract 9.5 chains long East and West by 4.75 chains wide North and South of the South East corner of said Ninety Five (95) acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Minnie Dolechal + Joseph Dolechal her husband 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 he will warrant + defend the same in the quiet + peaceable possession of second party his heirs + assigns forever against all persons claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars (\$500) according to the terms of One certain Note this day executed and delivered by the said Minnie Dolechal and Joseph Dolechal to the said party of the second part: Due in three years from date with interest at the rate of Eight per cent per annum 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 his making such sale on demand to the said Minnie Dolechal her 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

Minnie Dolechal (SEAL.)
Joseph Dolechal (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Wyandotte

Be it Remembered, That on this 9th day of December, A. D. 1893, before me J. N. Baldwin a Notary Public in and for said County and State, came Minnie Dolechal and Joseph Dolechal her husband 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 July 9th 1895
Recorded Dec 9th A. D. 1893, at 3²⁰ o'clock P. M.

J. N. Baldwin Notary Public.
James Brooks Register of Deeds.

The following is a true and correct copy of the original instrument of the mortgage described in the foregoing instrument, as the same is hereby released, and the law thereby created discharged. Witness my hand and seal of the 9th day of January A.D. 1900.

Edward Munk, Deputy Register of Deeds

