

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23 day of December in the year of our Lord one thousand eight hundred and ninety three between Minnie Dolishal and Joseph Dolishal her husband of Kans City in the County of Wyandotte and State of Kansas of the first part, and Martha J. Minnie of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand Six Hundred and Seventy Five (\$1675) 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 9.75 chains long East and West by 9.75 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 Dolishal and Joseph Dolishal her husband do hereby covenant and agree that at the delivery hereof that 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 except a prior Mortgage of Five Hundred dollars (\$500)

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Six Hundred and Seventy Five (\$1675) according to the terms of One certain Note this day executed and delivered by the said Minnie Dolishal and Joseph Dolishal to the said party of the second part: Dated November 30, 1893 Payable on or before May 30, 1897 with interest at seven per cent per annum payable semi annually from date, and being a part of the purchase price of said premises

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 of the first part making such sale on demand to the said Minnie Dolishal and Joseph Dolishal her husband 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

Minnie Dolishal (SEAL.)  
Joseph Dolishal (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Wyandotte } ss.

Be it Remembered, That on this 26<sup>th</sup> day of December, A. D. 1893, before me J. M. Baldwin, a Notary Public in and for said County and State, came Minnie Dolishal and Joseph Dolishal 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 21 1895  
Recorded Dec 26 A. D. 1893, at 5:15 o'clock P. M.

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

In consideration of full payment of the within mortgage, I hereby release the same this 16<sup>th</sup> day of December 1900. Attest January 10<sup>th</sup> 1900. J. M. Baldwin, Register of Deeds. (For assignment see Book 31 Page 252)