

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety four between Minnie Dolechal and Joseph Dolechal her husband of Nakarusa Twp. in the County of Douglas and State of Kansas of the first part, and E. J. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 her 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 (1/4) of Section Two (2) in Township Thirteen (13) of Range Nineteen (19) East of the 6<sup>th</sup> P.M. This a tract nine and two fifths (9 2/5) chains long East and West by Two and two fifths (2 2/5) chains wide North and South out of 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 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 save and except a Mtg. of \$500.00 to Edward Monk and a Mtg. of \$1675.00 to Martha J. Nimmi.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Parties of the First Part to the said party of the second part: for \$100.00 and \$150.00 payable twelve months after date to order of party of second part with interest at 8% from date payable semi-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 her 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 her 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 their heirs and assigns. This Mortgage is given & accepted as additional collateral security to a certain chattel mortgage of even date herewith between the same parties bearing same date.

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

H. A. BlairMinnie Dolechal (SEAL.)Joseph Dolechal (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 28<sup>th</sup> day of July, A. D. 1894, before me H. A. Blair, 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 person 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<sup>th</sup> April 1896H. A. Blair

Notary Public.

Recorded July 31 A. D. 1894, at 10<sup>30</sup> o'clock A. M.James Brooks

Register of Deeds.

The following is indorsed on the original instrument:  
The note herewith described having been paid in full this Mortgage is hereby released and the here Shereby created discharged  
As Witness my hand this 8<sup>th</sup> day of January 1900 -  
E. J. Blair

Recorded January 10<sup>th</sup> 1900 - J. H. Gossum Register of Deeds.