

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of August in the year of our Lord one thousand eight hundred and Ninety Four between Norman R. Cramer and Iva his wife of Sidney in the County of _____ and State of Nebraska of the first part, and John F. Wellman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Twenty five (\$425.00) 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 North twelve acres (12) of the West twenty (20) acres of the South (36) half of the South west quarter (1/4) of section thirty six (36) in township twelve (12) of range nineteen (19) in Douglas County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Norman R. Cramer and Iva his 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 Four Hundred and Twenty five (\$425.00) Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Norman R. Cramer and Iva his wife to the said party of the second part: and payable on the first day of January (1895) eighteen hundred and ninety five with interest from the third day of July, eighteen hundred and ninety four with interest at seven per cent till paid

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 Norman R. Cramer and Iva his wife 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

F. N. De CastroNorman R. Cramer

(SEAL.)

Iva M. Cramer

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF Nebraska
County of Cheyenne } ss.

Be it Remembered, That on this 9th day of August, A. D. 1894, before me Francis N. De Castro Notary Public in and for said County and State, came Norman R. Cramer and Iva M. 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 14 May 1895Recorded Aug 11 A. D. 1894, at 7:30 clock P M.Francis N. De Castro

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this

9th day of August 1894

John F. Wellman

James Brooks
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

9th day of August 1894

John F. Wellman