

This Indenture, Made this sixth day of October in the year of our Lord one thousand eight hundred and ninety four between Edward Nilson and Mathilda Nilson his wife of Laurance in the County of Douglas and State of Kansas of the first part, and J. L. House of Sumner County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 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 half of Lot No. twenty five in Massachusetts Street in the City of Lawrence, according to the plat of said City

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 except a certain mortgage for \$1500 given to one Rider of date February 1st 1891

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars according to the terms of one certain promissory note coupons this day executed and delivered by the said parties of the first part to the said party of the second part due and payable five years after date with interest payable semi-annually at the rate of seven per cent per annum

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 for 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.

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
Edward Nilson (SEAL.)
Mathilda Nilson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8th day of October, A. D. 1894, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Edward Nilson and Mathilda Nilson 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 March 2 1896
Recorded Oct 8 A. D. 1894 at 11 o'clock A. M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this Mortgage is hereby released
and the lien hereby created discharged as witness my hand & day of April 1895
W. H. Brennan
Register of Deeds
Recorded April 7th 1895
(Assigned See Book 31 Page 380)