

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety four between Normal E. Himmerson of Clinton in the County of Douglas and State of Kansas of the first part, and E. C. Nichols of the second part,

**Witnesseth**, That the said part of the first part in consideration of the sum of Twelve hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 East quarter (44) Section Three (3) Township 7 North (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Normal E. Himmerson do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Insured as per One thousand Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and fifty Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Normal E. Himmerson to the said party of the second part: his heirs or assigns

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 Normal E. Himmerson heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Normal E. Himmerson

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 11 day of October, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came Normal E. Himmerson

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 April 24 1895

Recorded Oct 17 A. D. 1894 at 5<sup>30</sup> o'clock P M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on Original Instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the lien thereby created discharged.  
 Attest: As Witness my hand, this 11<sup>th</sup> day of October A. D. 1897  
D. H. Blaney  
 Recorded Oct 28<sup>th</sup> 1897

By James Brooks  
 Register of Deeds

