

This Indenture, Made this 13 day of October in the year of our Lord one thousand eight hundred and ninety four between John H. Pippert of the first part, and Mary Pippert of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part unto 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 East half (1/2) of the North west quarter (1/4) of Section four (14) Township fifteen (15) of Range thirteen (13) East of the 6th E.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 except a mortgage to Alexander Lewis

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said John H. Pippert to the said party of the second part: due in five years from date drawing seven per cent interest from date, interest payable 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 therefor, 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 party of the first part his 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 H. Pippert (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of October, A. D. 1894, before me, James Brooks, a Notary Public in and for said County and State, came John H. Pippert 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 Nov 4 1897 James Brooks Notary Public.
Recorded Oct 13 A. D. 1894 at 4 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument -
The not herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 6 day of July A.D. 1901 -
Mary Pippert
Attest Fred G. Sopeman

Recorded July 6 - 1901
G. F. Sopeman
Register of Deeds
By Will B. Sopeman
Deputy