

This Indenture, Made this 6 day of July in the year of our Lord one thousand eight hundred and ninety three between Nerry Myr and his wife Mary of Eudora in the County of Douglas and State of Kansas of the first part, and E. L. Phinick of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to them 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 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: Block Number Two Hundred and two (202) situated in the City of Eudora, County and State aforesaid

with ~~all~~ the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nerry Myr and wife Mary 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 Five Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Nerry Myr and Mary his wife to the said party of the second part:

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 Nerry Myr his wife Mary or their heirs and assigns.

In Witness Whereof, The said party of the first part have hereunto set their hands this 4 day of July, in the year of our Lord eighteen hundred and ninety three.

Signed and delivered in presence of

Nerry Myr

Nerry Myr

(SEAL.)

Mary Myr

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 7 day of July, A. D. 1893, before me, Nerry Myr, a Notary Public in and for said County and State, came Nerry Myr and Mary 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 Oct 9 1895

Recorded Dec 14 A. D. 1894 at 9 o'clock A. M.

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument  
State of Kansas, }  
Douglas Co } I hereby assign to Charles A. Hill  
for value received this 26 day of June 1901  
E. L. Phinick  
Subscribed and acknowledged before me this 26 day of June 1901

E. L. Phinick

Charles A. Hill

Notary Public  
My commission expires June 14 1904

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this

6<sup>th</sup> day of Dec. 1901

Charles L. Hill

Alfred  
E. L. Phinick  
Register of Deeds