

This Indenture, Made this 10th day of December in the year of our Lord one thousand eight hundred and ninety four between

of Nothing in the County of Douglas and State of Kansas of the first part, and Mrs. E. J. Pimm of New York, State of New York of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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: Commencing at the North East Corner of the North East quarter (1/4) of Section Twenty five (25) Town fourteen (14) of Range thirteen (13) running North One hundred Rods, thence West forty Rods, thence North forty Rods, thence West forty Rods, thence North sixty Rods, thence East eighty Rods, to the place of beginning, containing forty acres more or less, with a good dwelling house 14 ft by 16 feet, 1 story and half high on said premises.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Edwin E. Garder 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

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 Note this day executed and delivered by the said Edwin E. Garder 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 her 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 her 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 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

E. E. Garder (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 30th day of November, A. D. 1894, before me, N. O. Price a Justice of the Peace, a Notary Public in and for said County and State, came Edwin E. Garder

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 18 N. O. Price 90
Recorded Dec 30 A. D. 1894 at 9³⁰ o'clock A. M. Notary Public

James Brooke
Register of Deeds

Recorded Oct. 10th 1899

G. A. Bowman
Register of Deeds
J. H. C. Fisher
Clerk

The following is endorsed on the original instrument
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
At witness my hand, this 9th day of Oct. A.D. 1899
Mrs. E. J. Pimm
Per John Hunter her atty in fact

The following is endorsed on the original instrument