

This Indenture, Made this Eighth day of August in the year of our Lord one thousand eight hundred and ninety five between Josiah M. Nockenberry & wife Maggie N. of Twin Mound in the County of Douglas and State of Kansas of the first part, and Kate Brass of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred twelve 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 all 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 in the center of the Public Road 19 rods North of S. E. Corner of South East quarter of North West quarter Sec 8 Township 14 Range 18 Thence North 61 Rods to North East corner of said South East quarter of North West quarter of Sec 8 Township 14 Range Eighteen (18). Thence West on the North line of said South East quarter of the North West quarter S. 36 rods. Thence South 45 1/2 rods to the Center of the County Road. Thence South Easterly along center of said road to the place of beginning containing 17 1/2 acres with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Josiah M. Nockenberry wife Maggie N. 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 Two hundred twelve dollars according to the terms of One certain Note & Interest Coupons this day executed and delivered by the said Josiah M. Nockenberry & wife Maggie to the said party of the second part: Kate Brass

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 all 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 all 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 Josiah M. Nockenberry wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. M. Nockenberry (SEAL.)
Maggie Nockenberry (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 8th day of August, A. D. 1895, before me, J. M. Spencer, a Notary Public in and for said County and State, came J. M. Nockenberry and Maggie Nockenberry his wife 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 Sept 15 1896.
Recorded Aug 9 A. D. 1895 at 7 45 o'clock P M. John M. Spencer Notary Public.

James Brooks Register of Deeds.

The following was indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the heirs thereby created discharged.
At Witness my hand, this 11th day of February A. D. 1899
E. J. Dorman

Recorded February 7th 1899

Register of Deeds
By J. H. Cochran Deputy



The following was indorsed on the original instrument