

**This Indenture**, Made this 30<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety 1891, between

of Rebecca T. Nendry Niclou in the County of Douglas and State of Kansas

of the first part, and Carrie E. Mc Knight of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: Lot Number One Hundred and Thirty (130) Ohio Street in the City of Lawrence

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 doth hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted, and seized of a good and indefensible 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 Four Hundred<sup>00</sup> Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Rebecca T. Nendry to the said party of the second part: payable on or before Three years from date at the Lawrence Nat Bank of Lawrence to with interest at the rate of Eight per cent per annum,

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 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 Rebecca T. Nendry her heirs and assigns.

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

*Signed and delivered in presence of*

Rebecca T. Nendry (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, { ss.  
County of Douglas

**Be it Remembered**, That on this 31<sup>st</sup> day of August, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Rebecca T. Nendry Niclou 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 January 1<sup>st</sup> 1899 Alfred Whitman  
Recorded Aug 31<sup>st</sup> A. D. 1895, at 4<sup>th</sup> o'clock P. M. Notary Public.

James Brooks  
Register of Deeds

The following is endorsed on original instrument  
Rebecca T. Nendry Niclou  
A. W. Armstrong  
Register of Deeds  
By Carrie E. Mc Knight  
Deputy  
Recorded Sept 1<sup>st</sup> A. D. 1906  
A. W. Armstrong  
Register of Deeds  
By Carrie E. Mc Knight  
Deputy

This note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged Sept 1<sup>st</sup> 1903.  
Carrie E. Mc Knight