

This Indenture, Made this Thirt day of October in the year of our Lord one thousand eight hundred and ninety four between Kerry Nieder and Cath Nieder wife of Bond in the County of Douglas and State of Kansas of the first part, and Sydney A. Blaney of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen hundred 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 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 Thirty One (31) Township Thirteen (13) Range Nineteen (19) East of 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Kerry Nieder and Cath Nieder 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 Fifteen hundred Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said Kerry Nieder and Cath Nieder to the said party of the second part: her heirs or assigns

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 Kerry Nieder his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Kerry Nieder

(SEAL)

Cath Nieder

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 8 day of October, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Kerry Nieder and Cath Nieder

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 April 28 1899

Recorded Oct 9 A. D. 1895 at 5<sup>30</sup> o'clock P M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the lien thereby created is discharged  
As Witness my hand this 13<sup>th</sup> day of November, A.D. 1900,  
W. H. Donnelly, Register of Deeds  
by Frank H. Briggs per Attorney in fact

Recorded Nov 13<sup>th</sup> 1900  
W. H. Donnelly, Register of Deeds  
Assigned See Book 37, Page 117