

This Indenture, Made this fourth day of December in the year of our Lord one thousand eight hundred and ninety five between Ernest Nise and Friederika Nise (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel D. Shepard of the second part,

Witnesseth, That the said part II 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 part I 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: The East half (1/2) of the South West quarter (1/4) of South West quarter (1/4) of Section nineteen (19) Township twenty (20) South of Range twenty (20) East of 6th P.M. Also the East half (1/2) of the South East quarter (1/4) of the South West quarter (1/4) of Section nineteen (19) Township twenty (20) South of Range twenty (20) East of 6th P.M. forty acres in all

with all the appurtenances, and all the estate, title and interest of the said part II of the first part therein. And the said Ernest Nise and Friederika Nise do hereby covenant and agree that at the delivery hereof they are 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 fifteen hundred dollars according to the terms of one certain note with interest coupons this day executed and delivered by the said Ernest Nise and Friederika Nise to the said party of the second part his 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 part I 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 Ernest Nise his heirs and assigns.

In Witness Whereof, The said part II of the first part, ha—hereunto set—hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Ernest Nise (SEAL.)

Friederika Nise (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of December, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came Ernest Nise and Friederika Nise

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 23 1899 John M. Newlin Notary Public.
Recorded Dec 5 A. D. 1895 at 5:27 o'clock P M.

James Brooke
Register of Deeds.

(For release see Book 37 Page 144.)

(For Assignment see Book 31 Page 396)