

This Indenture, Made this Fourth day of December in the year of our Lord one thousand eight hundred and ninety nine between Ernest Nise and Fredricka 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 1st of the first part in consideration of the sum of Twenty five 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 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 South half (1/2) of the North East quarter (1/4) of Section Twelve (12) Township Twelve (12) Range Nineteen (19) East of 6th P.M. containing Eighty (80) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ernest Nise and Fredricka Nise do hereby covenant and agree that at the delivery hereof they 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 insured in sum of Eight hundred dollars in favor of Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars according to the terms of One certain Note and interest Coupons this day executed and delivered by the said Ernest Nise and Fredricka 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 party 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 part of the second part 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 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

R. D. Mason

Ernest Nise (SEAL.)

Fredricka Nise (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 14 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 Fredricka Nise husband and wife

to me personally

known to be the same persons 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 Dec 5 A. D. 1895 at 5 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, the mortgage is hereby released, and the said thirty-grated discharged - As witness my hand this 27 day of April A.D. 1901 -
Ernest Nise and Fredricka Nise
Pituit.

R. D. Mason

Recorded April 29 1901 -
J. B. Newman
Register of Deeds -
By City of Lawrence
Deputy -
(In assignment in book 51 Page 384-5)