

This Indenture, Made this 30th day of January in the year of our Lord one thousand eight hundred and ninety six between D. A. Nagerman and Esther A. Nagerman his wife of Eudora in the County of Douglas and State of Kansas of the first part, and A. M. Barnes of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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 part 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 North East quarter of the North East quarter of Section Twelve (12) Township, Fourteen (14) Range Twenty (20).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. A. Nagerman and Esther A. Nagerman, themselves 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 Five hundred Dollars

According to the terms of One certain Promissory Note this day executed and delivered by the said D. A. Nagerman and Esther A. Nagerman to the said part of of the second part: payable on demand with interest at seven percent, and bearing date January 30th 1896

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 of 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 part of making such sale on demand to the said parties of the first part or 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

D. A. Nagerman (SEAL.)
Esther A. Nagerman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30th day of January, A. D. 1896, before me, Charles A. Hill, a Notary Public in and for said County and State, came D. A. Nagerman and Esther A. Nagerman 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 January 31st 1900.
Recorded January 31 A. D. 1896 at 1 o'clock P. M.

Charles A. Hill Notary Public.
James Brooks Register of Deeds.

The following is inclosed on the original instrument.
The note herein described having been paid in full. This mortgage is hereby released and the land thereby created discharged.
As witness my hand this 28th day of January, A. D. 1897
A. M. Barnes

Recorded January 30th 1897
James Brooks
Register of Deeds

L. D.