

This Indenture, Made this 10th day of February in the year of our Lord one thousand eight hundred and ninety six between Peter A. Dolbe and Eliza M. Dolbe his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Paul R. Brooks Cashier of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Thirty 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 North East quarter (41) of the South East quarter (41) of Section Six (6) in Township Southern (24) of Range Nineteen (19) and the North half (42) of the South half (42) of the North West quarter (42) of Section Eight (8) in Township Southern (24) of Range Nineteen (19) and the North half (42) of the North West quarter (42) of Section Eight (8) in Township Southern (24) of Range Nineteen (19) all in Douglas County Kansas with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 save three certain Mortgages one of \$7500.00 to Mary A. Munger one of \$5000.00 to Nathaniel M. Mudgett and one of \$1000.00 to Mary E. Humbertson

This grant is intended as a Mortgage to secure the payment of the sum of Thirty Five Hundred Dollars according to the terms of certain promissory notes this day executed and delivered by the said P. A. Dolbe to the said party of the second part:

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 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 Parties of the first part them 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

P. A. Dolbe (SEAL.)

E. M. Dolbe (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of February, A. D. 1896, before me, N. A. Geary, a Notary Public in and for said County and State, came Peter A. Dolbe and Eliza M. Dolbe his 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 11th April 1896. N. A. Geary Notary Public.
Recorded Feb 11 A. D. 1896. at 9²² o'clock P.M.

James Brooks Register of Deeds.

For assignment see Book 29 Page 623