

This Indenture, Made this 10<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety th between A. A. Dolbe and E. M. Dolbe his wife of        in the County of Douglas and State of Kansas of the first part, and A. J. Gillispie of the second part,

Witnesseth, That the said part..... of the first part in consideration of the sum of .....  
 One thousand ..... 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 (1/4) and the South East quarter (1/4) of Sec-  
tion Six (6) in Township fourteen of Range Nineteen (19) and the West half (1/2) and South half  
three (3/4) Acres of the East half (1/2) of the South West quarter (1/4) and the North Eighty (80) Acres of  
the North West quarter (1/4) of Section five (5) in Township fourteen of Range Nineteen (19) and  
the North half of the North West quarter (1/4) of Section Eight in Township fourteen of Range  
Nineteen (19) all in Douglas County Kansas consisting of about 59.3 Acres and known as  
the Solter farm  
 with all the appurtenances, and all the estate, title and interest of the said part..... of the first part therein. And the said

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 And Eight more acres #7300° to H. A. Hummel #5000° to Nathaniel Nyick #1000° to Mary C. Lambert #3500° to Paul K. B. Stuck #8ashin #1100° to John M. Newlin #3700° to A. Monroe #3840° to S. Diller #1000° to R. J. Richards

This grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars  
according to the terms of certain Promissory Note this day executed and delivered by the  
said B. A. Dolbee 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 the 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 the 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 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*

*A. R. Solbee* (SEAL)

F. M. Dalbey (SEAL)

----- (SEAL) -----

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 10<sup>th</sup> day of February, A. D. 1896, before me,  
N. A. O'Leary, a Notary Public in and for said County and  
State, came P. A. Dolbe and E. M. Dolbe his wife

known to be the same person<sup>5</sup> 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 H. J. Pearis  
Recorded 7th 11 A. D. 1896 at 9<sup>46</sup> o'clock PM. Notary Public

James Brooks