

This Indenture, Made this 17 day of February in the year of our Lord one thousand eight hundred and ninety 9 between J. N. Nimes and Laura B. Nimes, husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Amos C. Wright of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Twelve 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 2d of the second part their 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 of the south 1/2 of Section No. 11 in Township No. 12 North, Range No. 18 East of the 6th P.M.

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 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 Twelve Hundred (\$1200) Dollars according to the terms of two certain promissory notes this day executed and delivered by the said J. N. Nimes and wife to the said part 2d 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 part 2d of the second part her 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 2d of the second part her 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 2d making such sale on demand to the said Parties of the first part or their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. N. Nimes (SEAL.)

Laura B. Nimes (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 17 day of February, A. D. 1896, before me, J. N. Nimes and Laura B. Nimes husband and wife, a Notary Public in and for said County and State, came J. N. Nimes and Laura B. Nimes husband and wife 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 Sept 28 1896

Recorded Feb 17 A. D. 1896 at 5 o'clock P. M.

Wilder S. Metcalf

Notary Public.

James Brooks

Register of Deeds.

The following was indorsed on the original instrument  
Recorded February 22nd 1894  
\$1200.00  
Feb 18-99 Record of J. N. Nimes, the within named Mortgagee, the sum of Twelve Hundred and no Dollars, in full satisfaction of the within Mortgage

James C. Wright

G. J. Newman  
Register of Deeds  
By H. C. Fisher Deputy