

**This Indenture,** Made this Thirtieth day of November in the year of our Lord one thousand eight hundred and ninety eight between George Neek and Mary Neek his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Edwin Zimmerman of same place of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of Eight 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 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 Twenty, and Sixty, Six (70.66) Acres of the East half of the South East Quarter of Section No. Eleven (11) The South Thirty, and Sixty, Six (Thousandth) (30.66) Acres of Lot No Six (6) in Section No. Eleven (11) and Lot No Five (5) in Section No. Eleven (11) also all of the South East Quarter of the South West Quarter of Section No. Eleven (11) lying North and East of the Kansas River all in Township No. Twelve (12) South of Range No. Twelve (12) East of the Sixth P.M. Range 14.5 acres more or less Grantor reserves the privilege of paying \$500 or more at any time he may desire by giving 30 days notice of such intention with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George Neek and Mary Neek 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight thousand Dollars according to the terms of One certain Note this day executed and delivered by the said George Neek and Mary Neek to the said party of the second part: payable in installments with interest at six per cent per annum payable annually said sum being the balance of the purchase money of said premises

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 George Neek his heirs and assigns.

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

Signed and delivered in presence of

George Neek (SEAL.)  
Mary Neek (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 3 day of December, A. D. 1895, before me, S. A. Steele, a Notary Public in and for said County and State, came George Neek and Mary Neek 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 June 1898 S. A. Steele Notary Public.  
Recorded Feb 29 A. D. 1896 at 12 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full  
this mortgage is hereby released and the line thereby  
created is charged as witness my hand this second  
day of October A.D. 1905,  
Albert Zimmerman, Attorney of  
Edwin Zimmerman's Estate.

Recorded October 3, 1905  
C. McCreary, Register of Deeds.