

This Indenture, Made this sixth day of July in the year of our Lord one thousand eight hundred and ninety six between Louisa Rieck and A. M. Rieck (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Nella E. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and twenty five 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 her 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: lots One hundred and twenty three (123) One hundred and twenty five (125) and One hundred and One hundred and twenty seven (127) on Indiana street and One hundred and twenty six (126) One hundred and twenty eight (128) on Mississippi street all in Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Louisa Rieck and A. M. Rieck 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 Inured in favor of Mortgage in sum of five hundred dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty five dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Louisa Rieck and A. M. Rieck to the said party of the second part: her heirs or assigns

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 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 party 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 party making such sale on demand to the said Louisa Rieck her 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

Louisa Rieck (SEAL.)
A. M. Rieck (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 7 day of July, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Louisa Rieck and A. M. Rieck (husband)

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 April 15 1899 John M. Newlin Notary Public.
 Recorded July 30 A. D. 1896, at 5 o'clock P. M.

James B. ...
 Register of Deeds.

The following is a copy of the original instrument, the note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As Witness my hand this 21st day of December A.D. 1897

Recorded Dec 21, 1897

By Fred Brothel, Deputy Register

