

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety six between Henry Heider and Kate Heider wife of Bond in the County of Douglas and State of Kansas of the first part, and Joseph Newdall of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 west half (1/2) of the North west quarter (1/4) of Section Thirty one (31), in Township Thirteen (13) Range nineteen (19) also beginning at the center of Section Six (6) Township fourteen (14) Range nineteen (19), thence North Eighty (80) rods thence East to the west line of County road number 405 thence along the west line of said road to the South line of the North East quarter (1/4) of said section, thence west to the place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Heider and Kate Heider 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 Excepting one mortgage

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain note and ten coupons this day executed and delivered by the said Henry Heider and Kate Heider to the said party of the second part: his 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 therefor, 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 Henry Heider heirs and assigns.

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

Signed and delivered in presence of

Henry Heider (SEAL.)
C. Heider (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 7th day of July, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Henry Heider and Kate Heider

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 25, 1899 John M. Newlin Notary Public.
Recorded Oct 5 A. D. 1896, at 5 o'clock P M.

James B. Bredt
Register of Deeds.

The following is indorsed on the original instrument
The note heretofore described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged.

As Witness my hand this 23rd day of Sept. A. D. 1901

G. S. Edwards
Administrator of the Estate of
Joseph Newdall Deceased

Attest
John M. Newlin

Recorded Sept. 23rd 1901
By William B. Dehman Register of Deeds
By William B. Dehman Deputy