

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety XX between Alphonzo E. Nitchcock and Rose D. Nitchcock his wife of Kansas in the County of Douglas and State of Kansas of the first part, and Oliver M. Seary of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred (\$700) 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 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 North One third part of the Southeast Quarter of Section Number twenty four in Township number thirty one, Range number thirteen, more particularly described as commencing at the North West corner of said Quarter Section, thence South on the West line fifty three and one third 53 1/3 rods, thence East on a line parallel with the North line of said Quarter Section One Hundred Sixty 160 rods to the East line of said Quarter Section, thence North on said East line fifty three and one third 53 1/3 rods to the North East corner of said Quarter Section, thence West on the North line of said Quarter Section One Hundred Sixty 160 rods to the place of beginning containing fifty three and one third 53 1/3 acres more or less, with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Seven Hundred Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid at the rate of 10 percent per annum. Grantors reserve the right to pay \$700 or any multiple thereof at any interest payment 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 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 seals the day and year first above written.

Signed and delivered in presence of
L. N. Corse
Alphonzo E. Nitchcock (SEAL.)
Rose D. Nitchcock (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of December, A. D. 1896, before me, L. N. Corse, a Notary Public in and for said County and State, came Alphonzo E. Nitchcock and Rose D. Nitchcock 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 Jan. 16th 1897 L. N. Corse Notary Public.
Recorded Dec 15 A. D. 1896, at 3³⁰ o'clock P. M.

James Brooks
Register of Deeds.

The following is Enclosed on the original instrument.
\$ 700. June 1st 1905. Request of Alphonzo E. Nitchcock
the within named Mortgagee, the sum of Seven hundred Dollars.
in full satisfaction of the within Mortgage.
Oliver M. Seary.
(Assigned See Book 39 Page 507)
(Assigned See Book 39 Page 507)
Recorded June 1st 1905.
W. B. Armstrong,
Register of Deeds.