

This Indenture, Made this First day of February in the year of our Lord one thousand eight hundred and ninety seven between Nettie Schockey and William W. Schockey, Husband and wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and William Robacker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty two Hundred fifty 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 East quarter of Section twenty six (26), Township fourteen (14) South of Range nineteen (19), East of the Sixth Principal Meridian containing One hundred sixty acres be the same more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nettie Schockey and William W. Schockey 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 Twenty two hundred fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Nettie Schockey and William W. Schockey to the said party 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 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 part of the second part 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 of making such sale on demand to the said parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

Nettie Schockey (SEAL)
William W. Schockey (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this First day of February, A. D. 1897, before me, Francis M. McHale, a Notary Public in and for said County and State, came Nettie Schockey and William W. Schockey 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 Feb 19th 1898 Francis M. McHale Notary Public
Recorded February A. D. 1897, at 2.0 o'clock P. M.

James Brooks
Register of Deeds

Released See Book 39 Page 66

F. S.