

This Indenture, Made this 12 day of June in the year of our Lord one thousand eight hundred and ninety seven between Sarah C. Nusbbaum and Christian N. her husband of Willow Springs in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven 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 North East quarter of Section Seven (7) Township Fifteen (15) South of Range Nineteen (19) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sarah C. Nusbbaum do hereby covenant and agree that at the delivery hereof she is 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 except a prior mortgage for \$1,700 to said Joseph Lewis

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars five years after date with annual interest at seven percent according to the terms of one certain promissory note in full, this day executed and delivered by the said Sarah C. and Christian N. Nusbbaum 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 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 Sarah C. Nusbbaum, her heirs and assigns.

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

Signed and delivered in presence of

Geo A. Banks

Sarah C. Nusbbaum (SEAL.)

Christian Nusbbaum (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 12th day of June, A. D. 1897, before me, Geo A. Banks, a Notary Public in and for said County and State, came Sarah C. Nusbbaum and Christian N. Nusbbaum husband and 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 Dec 1, 1900

Recorded June 12 A. D. 1897, at 2:30 o'clock P. M.

Geo A. Banks

Notary Public.

James Brooks

Register of Deeds.

*The following is endorsed on the original instrument -
This note herein described having been paid in full,
this mortgage is hereby released, and the lien thereby
created is discharged. No witness my hand, this 26 day
of March A.D. 1900.*

*By Attn: W.B. Somman, Deputy,
(Assigned See Book 33, Page 44)*

*Note Recorded Mch - 26 - 1900 -
L.B. Somman,
Register of Deeds.*

(20)