

This Indenture, Made this 29th day of November in the year of our Lord one thousand eight hundred and ninety seem between A. B. Nye, R. W. Nye and E. K. Nye, all unmarried men of in the County of Douglas and State of Kansas of the first part, and A. M. Hanson of the second part.

Witnesseth, That the said part all of the first part in consideration of the sum of Eight 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 half of the South East quarter of Section Eleven Township Fourteen (14) South Range Eighteen (18) East of the Sixth principal meridian containing 80 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 Eight hundred dollars five years after date with interest payable semi-annually at the rate of seven percent per annum, according to the terms of the certain promissory note and coupons and terminal this day executed and delivered by the said A. B. Nye, R. W. Nye and E. K. Nye to the said party of the second part: all payable at the Lawrence National Bank of Lawrence, Kansas

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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Walter S. Howe

STATE OF KANSAS, }
County of Douglas } ss.

A. B. Nye (SEAL)
R. W. Nye (SEAL)
E. K. Nye (SEAL)

Be it Remembered, That on this 30th day of November, A. D. 1897, before me, Walter S. Howe, a Notary Public in and for said County and State, came A. B. Nye, R. W. Nye, E. K. Nye 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'y 5, 1899 Walter S. Howe Notary Public.
Recorded Dec 6 A. D. 1897, at 12:55 o'clock P.M.

James Brooks Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As witness my hand this 30th day of September A. D. 1899

Recorded Oct 1st 1909
Floyd L. Lawrence
Quinnie A. Lawrence
Deputy

John H. Macomb
For Assignment See Book H7 Page 403