

This Indenture, Made this 30th day of November in the year of our Lord one thousand eight hundred and ninety seven between Math Grosdidier and Mrs. Clara Grosdidier, his wife of M<sup>c</sup>Cook in the County of Red Willow and State of Nebraska of the first part, and Nellie J. Smith of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Two thousand 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 her 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 (1/4) of Section Twenty four (24) Township Thirteen (13) Range Twenty (20) less One Acre in South East corner reserved for school purposes

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Math Grosdidier and Mrs. Clara Grosdidier, his wife 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 Two Thousand Dollars according to the terms of three certain promissory notes this day executed and delivered by the said Math Grosdidier and Mrs. Clara Grosdidier, his wife to the said party of the second part: her heirs and 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 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 her 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 her 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 Math Grosdidier and Mrs. Clara Grosdidier, his wife 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

J. E. Kelley

Math Grosdidier (SEAL.)  
Clara Grosdidier (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF Nebraska } ss.  
County of Red Willow

**Be it Remembered,** That on this 11 day of Dec, A. D. 1897, before me, J. E. Kelley, a Notary Public in and for said County and State, came Math Grosdidier and Clara Grosdidier, his 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 22 1898 J. E. Kelley Notary Public.  
Recorded Dec 18 A. D. 1897, at 3 o'clock P.M.

James Brooks  
Register of Deeds.

The following is indicated on the original instrument  
The Note herein described having been paid in full this Mortgage  
is hereby released and the lien hereby created is discharged  
As Witness my hand this 15<sup>th</sup> day of April A.D. 1899.  
Nellie J. Smith  
by H. S. Clarke her Atty-in-fact

Recorded April 15<sup>th</sup> 1899.