

**This Indenture**, Made this Eleventh day of January in the year of our Lord one thousand eight hundred and ninety seem between Jacob Kofer (Unmarried) of Cudora in the County of Douglas and State of Kansas of the first part, and Nella E. Bailey of the second part.

**Witnesseth**, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Lot No. Eight (8) Block Thirteen James Second Addition to the City of Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jacob Kofer do hereby covenant and agree that at the delivery hereof being 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 Two hundred and fifty Dollars according to the terms of One certain Note and six coupons this day executed and delivered by the said Jacob Kofer to the said party of the second part: her heirs or 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 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 Jacob Kofer heirs and assigns.

**In Witness Whereof**, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Jacob Kofer (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

**Be it Remembered**, That on this 11 day of January, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said County and State, came Jacob Kofer

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 April 28, 1899 John M. Newlin Notary Public.

Recorded Jan 17 A. D. 1899, at 11 o'clock 9 M.

L. B. Newman  
Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 23<sup>rd</sup> day of January, A. D. 1912.

Nella E. Bailey

Recorded Jan 23 1912  
John M. Newlin  
Register of Deeds.