

JOURNAL OF THE COURTS OF THE STATE OF KANSAS

This Indenture, Made this 13th day of November in the year of our Lord one thousand ^{year} eight hundred and ninety between Henry Nieder and Cath Nieder, his wife of Bond in the County of Douglas and State of Kansas of the first part, and Theodore Beckler of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One thousand three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 east half (1/2) of the north west quarter (1/4) of Section thirty one (31) Township thirteen (13) Range nineteen (19) East of the 6th P.M.

Pay. Stamp 25¢

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Henry Nieder and Cath Nieder do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 One thousand three hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Henry Nieder and Cath Nieder to the said part is of the second part: Said mortgage payable in five years from this date, with interest at 6% per annum.

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 part is 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 is 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 part is of the second part his heirs and assigns.

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

Signed and delivered in presence of

Henry Nieder (SEAL)
Cath Nieder (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF KANSAS, }
 County of Douglas } SS.

Be it Remembered, That on this 13 day of November, A. D. 1890, before me, Gertrude Standing a Notary Public in and for said county and State, came Henry Nieder and Cath Nieder to me personally known to be the same person A 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 July 3, 1902 Gertrude Standing
 Recorded Nov. 13th A. D. 1890, at 3⁴⁰ o'clock P.M.

H. B. Bowman
 Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 13th day of Nov-1901
 Theodore Beckler
 Attest: Ellis B. Bowman
 Deputy Register of Deeds

