

THIS INDENTURE, made this 15th day of February, in the year of our Lord nineteen hundred seventeen (1917), between N. P. Dodge and Laura W. Dodge, his wife, of Omaha, in the County of Douglas, and State of Nebraska, of the first part and Irving Hill, Trustee, of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of Seven Thousand Seven Hundred Fifteen Dollars (\$7,715.00) 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 successors 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:

Beginning at a point on the West line of Section 32, T. 12 S., R. 20 E. of the 6th P. M. one hundred (100) feet North of the North line of Thirteenth (Lee) Street produced; thence North along said section line five hundred and fifty-one $\frac{2}{10}$ (551.2) feet to the center line of Twelfth (Hancock) Street produced; thence East along said center line of Twelfth (Hancock) Street produced thirteen hundred and five and $\frac{4}{10}$ (1305.4) feet to the East line of Prairie Avenue (of Belmont Add) produced; thence South along said East line of Prairie Ave. two hundred (200) feet; thence East parallel to the center line of Twelfth (Hancock) Street produced eight hundred and three $\frac{6}{10}$ (803.6) feet to a point five hundred and forty-five and one half (545.5) feet West of the quarter section line of Section 32, T. 12 S., R. 20 E.; thence South three hundred (300) feet parallel to the said quarter section line; thence East parallel to said center line Twelfth (Hancock) Street produced one hundred and eighty-four (184) feet to the East line of Elmwood Street (of Belmont Add) produced; thence South along said East line of Elmwood Street seven hundred and twenty-eight $\frac{2}{10}$ (728.2) feet to a point in the North line of the Cemetery Road; thence westerly along said North line of the Cemetery Road to a point on the North Line of Thirteenth (Lee) Street produced and ten hundred and seventy-two $\frac{4}{10}$ (1072.4) feet East of the West line of said Section 32; thence East along North line of Thirteenth (Lee) Street produced one hundred and eighty-one $\frac{3}{10}$ (181.3) feet to the West line of Prairie Ave. produced; thence North along said West line of Prairie Ave. produced fifty (50) feet; thence West parallel to the North line of Thirteenth (Lee) Street produced eleven hundred and twenty-three $\frac{7}{10}$ (1123.7) feet to a point one hundred and thirty (130) feet East of West line of said Section 32; thence North fifty (50) feet parallel to said section line; thence west parallel to the North line of Thirteenth (Lee) Street produced one hundred thirty (130) feet to point of beginning. Said tract of land containing thirty-nine and $\frac{5}{100}$ (39.05) acres, according to survey made Jan. 4-6, 1917, by E. W. Dammire, with all the appurtenances and all the estate, title and interest of the said parties of the first part therein, and the said N. P. Dodge does hereby covenant and agree that at the delivery hereof he 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 encumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Seven Thousand Seven Hundred Fifteen Dollars (\$7,715.00), according to the terms of four certain promissory notes executed and delivered by the said N. P. Dodge to the said party of the second part; said notes bearing date March 2^d, 1917, and being for \$2,000.00, \$2,000.00, \$2,000.00 and \$1,715.00 respectively, and payable one, two, three and four years after date respectively, with interest thereon at six per cent (6%) per annum from date until paid, interest payable semi-annually; and this conveyance shall be void if such payments be made as in said notes specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes on this conveyance shall become absolute, and the whole amount shall become due and then this conveyance shall be for the said party of the second part, his successors or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

In the even that any portion or portions of the real estate hereinabove described shall be sold by said parties of the first part, said party of the second part agree to execute a good and sufficient partial release of this mortgage as to such portion so sold; on condition, however, that there shall be paid to said party of the second part the sum of \$300.00 per acre for each acre of ground, or lots equivalent thereto, to be included in any such partial release, and on condition, further, that \$300.00 shall be the minimum amount for which any such release shall be executed. Any sums paid on account of such partial release shall be credited upon the first note or notes hereinabove described to become due after the making of such payment or payments.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
N. P. Dodge,
Laura W. Dodge
L. M. Kroyer,
H. D. BROWN

STATE OF NEBRASKA: SS
COUNTY OF DOUGLAS:

BE IT REMEMBERED, that on this 15th day of February, A.D. 1917, before me the undersigned, a notary public in and for said County and State, came N. P. Dodge and Laura W. Dodge, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My commission expires June 26, 1920.

Recorded on March 6, A.D. 1917,
at 8:20 o'clock, A. M.

Estelle Northrup
Register of Deeds,
Lois M. Watson
Deputy.

Recorded March 7 - 1917
Estelle Northrup
Register of Deeds
Lois M. Watson
Deputy

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