And the said partles of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas. The foregoing conditions being performed, this conveyance to be void;

otherwise of full force and virtue. In Testimony Whereof, The said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

George A. Shike,

51

State of Kanses, Douglas County, SS: Be it remembered, That on this Sth day of February, A.D. Nineteen hundred Eighteen before me, the undersigned, a Notary Public in and for said County and State, Came George A. Shike and Emilia W. Shike his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed; and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(L.S.)

W. M. Clark, Notary Public, Douglas, County, Kansas.

My Commission ex. May 15, 1919.

Recorded February 12, 1918, At 8:15 A.M. O'clock .

Recorded

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MORTGAGE.

This Indenture, Made this second day of January A.D. 1918, ty and between R. M. Nickell and J. G. Nickell (both single men) of Lawrence, County of Douglas, and State of Kansas, parties of the first part, and P. M. Perkins party of the second part, Witnesseth, That the parties of the first part, in consideration of the sum of Two Hundred and Firty (\$250.00) Dollars, to them duly paid, the receipt of which part, is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

All that tract of land situated in the county of Douglas, State of Kansas, as followes;

The south part of the North east fractional Quarter of the South East fraction quarter of Section Thirteen (13), Twp Twelve (12), Range Nineteen, (19), described as followes to to wit: Beginning at the south east corner of said north east quarter of said of said south east quarter of said section thirteen (13), running thence north twenty one (21), rods along the east line of said quarter section, thence west to north line of said northcast quarter of said quarter section, thence south on said West line to the waters edge of the Kansas river, thence along the said waters edge to the south line of said North east quarter of said quarter section, thence along said south line to the place of beginning containing Nine and 55/100 (9.55/100), more of less. Also the south east fractional quarter of the south east fractional quarter of section Thirteen (13), Twp Twelve (12) Range Nineteen (19), lying directly south and adjacent to the tract first above described and containing Ten and 85/100 acres. The premises above described being the same premises conveyed to Emily M. Drury by Jacob Purel and wife,

To Have and To Hold the Same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

The parties of the first part covenant and agree that at the delivery hereof The parties of the first part covenant and agree one at the definition of they are the lawful owners of said premises and seized of a good and indefeasable they are the lawful owners of said clear of all incumbrances, and will warrant estate of inheritance therein free and clear of all incumbrances, and will warrant Band defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever.

This Grant is intended as a mortgage to secure the payment of the sum of Two Hundred and Fifty ($\frac{2}{250.00}$) Dollars according to the terms of a certain promissory note of even date herewith, made by the party of the first part to the party of the 9 second part.

The party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent per annum until paid.