

and duly acknowledged the execution of the same.

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

(Do.S.)

Commission expires Octo 23<sup>rd</sup> 1886.

Recorded Dec. 5<sup>th</sup> 1884 at 4<sup>40</sup> O'clock P. M.

James H. McCarrell

Notary Public

Alfred Arnold

Register of Deeds.

This Indenture, Made this Thirtieth day of July in the year of our Lord one thousand eight hundred and eighty four between Jacob R. Reher and L. Civilla Reher his wife of Marion Twp. in the County of Douglas and State of Kansas of the first part and L. M. L. Brier of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred 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 west One Hundred (100) acres of the North west quarter (1/4) of Section number Nine (9) in Township number Fifteen (15) South of Range number Eighteen (18) east, in Marion Township County of Douglas and State of Kansas with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob R. Reher and L. Civilla Reher 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 Five Hundred Dollars in five (5) years after date hereof with interest at the rate of eight per cent per annum payable semiannually both principal and interest being payable at the National Bank of Lawrence Kansas, according to the terms of one principal note for said sum of Five Hundred Dollars together with ten interest coupons thereto attached for Twenty Dollars each this day executed and delivered by the said Jacob R. Reher and L. Civilla Reher to the said party of the second part: and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment in any part thereof, or interest thereon, or the taxes, or

For Release See Book 26 Page 319