

This Indenture, Made this 16th day of October in the year of our Lord one thousand eight hundred and eighty Eight between Phillip Dehr & Rosa Dehr of North Lawrence Kansas in the County of Douglas and State of Kansas of the first part, and Jake J. Burkle wife of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty (\$250) 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 parties of the second part their 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 Part Eight (8) feet of Lot number Forty Two (42) on Maple Street in that portion of the City of Lawrence formerly known as North Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Phillip Dehr & Rosa Dehr do hereby covenant and agree that at the delivery hereof that 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 Two hundred and fifty Dollars (\$250) according to the terms of one certain promissory note this day executed and delivered by the said Phillip Dehr & Rosa Dehr to the said parties of the second part:

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 parties of the second part their 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 parties of the second part their 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 of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

Lee B. Edgar

Phillip Dehr (SEAL.)

Rosa Dehr (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16th day of October, A. D. 1888, before me, Lee B. Edgar, a Notary Public in and for said County and State, came Phillip Dehr & Rosa Dehr his wife to me personally known to be the same person(s) who executed the foregoing instrument, 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 25th 1889.

Lee B. Edgar

Recorded - Oct 16 A. D. 1888, at 10 o'clock - P.M.

Notary Public.

Douglas Co. Kansas

James B. Cook

Register of Deeds.

The following is indorse on the original instrument in consideration of full payment of the same within mortgage I hereby release the same the 31st day of August 1891
Jake J. Burkle
Rosa Dehr his wife

Recorded August 31st 1891
J. B. Cook

Register of Deeds

The following is indorsed on the original instrument
the note secured by this mortgage having been paid and
satisfied in full therefore this mortgage is discharged this 18th April 1891
Angela Black agent for
J. B. Cook the mortgage and attorney for collection
For Release See Book 44 Page 13
Recorded April 18th 1891
James B. Cook