

MORTGAGE RECORD

U. S. PAT. OFF. MAR 1884

This Indenture, Made this 17th day of February in the year of our Lord one thousand eight hundred and eighty eight between Theodore Niff and his wife of Endora in the County of Douglas and State of Kansas of the first part, and Joseph Schaffer of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One hundred & fifty 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: Lot Number Twelve 12 and Thirteen 13 in Block Number One hundred & seventeen 17 in the City of Endora Ks.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Theodore Niff and his wife 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 One hundred & fifty Dollars

according to the terms of one certain Note this day executed and delivered by the said Theodore Niff and his wife to the said party of the second part:

payable one year from date hereof as provided in said note which note is intended as security for said Schaffer he being guaranty on a Note of same amt payable to the same and on said note to be paid by said Niff in order

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 party 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 party 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Theodore Niff and his wife heirs and assigns.

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

Signed and delivered in presence of

Chas Pella

Theodore Niff

(SEAL.)

Lucas Niff

(SEAL.)

(SEAL.)

STATE OF KANSAS,

} ss.

County of Douglas

Be it Remembered, That on this 17th day of Feb, A. D. 188 8, before me, Chas Pella, a Notary Public in and for said County and State, came Theodore Niff and his wife to me personally known to be the same person 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 17 1891.

Chas Pella

Notary Public.

Recorded Dec 6 A. D. 188 8, at 10⁴² o'clock A. M.

Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 19th day of May 1891.

Recorded May 19, 1891 at 10 o'clock AM. J. L. Carman, Deputy



Recorded Dec. 4, 1891
The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created thereon is hereby cancelled. Witness my hand, this 4th day of December A.D. 1891
J. L. Carman