

MORTGAGE RECORD

P. T. POPE, DEAN BOOK MANUFACTURER, LAWRENCE, KANS.

This Indenture, Made this 8th day of December in the year of our Lord one thousand eight hundred and eighty eight between Christian D. Sahar and Christiane D. Sahar his wife of Edwara in the County of Douglas and State of Kansas of the first part, and John M. Adler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred 00 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 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: The South half of the South West quarter of Section Thirty-two (32) Township Thirteen (13) Range Twenty-one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 except a Mortgage for \$100 to S. R. Dunsen, recorded December 17, 1884 in Book 8 p. 642

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred 00 Dollars according to the terms of One certain promissory note, this day executed and delivered by the said Christians D. Sahar and Christiane D. Sahar to the said party of the second part: payable 2 1/2 years from date at the Merchants National Bank of Lawrence, Kas. with interest at the rate of eight percent per annum payable semi-annually

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 Christians D. Sahar and Christiane D. Sahar heirs and assigns.

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

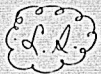
Signed and delivered in presence of

Christian D. Sahar (SEAL.)
Christiane D. Sahar (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 8th day of December, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came Christian D. Sahar and Christiane D. Sahar hus and wife to me personally known to be the same persons 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 January 17, 1891. Alfred Whitman Notary Public.

Recorded Dec 8 A. D. 1888, at 4 o'clock P. M.

Alfred Whitman
Reg. Lett. of Pres.

*This Mortgage being recorded has been together with the note thereon disinterested by the said and the Mortgage hereby released this May 28th 1891
Alfred Whitman
Notary Public
For Assignment see Book 25 Page 9*