

This Indenture, Made this Eighty day of February in the year of our Lord one thousand eight hundred and eighty Nine between Christian Torg of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Hoops and Chas. Warner of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Thousand and Fifty Seven DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 Half of the North East Quarter of Section Eight Nine Township Fifteen North Range Nineteen West Also the East Half of the North West Quarter of Section Eighteen North Township Fifteen North Range Nineteen West

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Christian Torg do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except one Mortgage to Crippen Lawrence before recorded Jan 4, 1887

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand and Fifty Seven according to the terms of Two certain promissory notes this day executed and delivered by the said Christian Torg to the said party of the second part: One for \$1000 to E. J. Hoops due three years from date and one for \$1500 to Chas. Warner due three months from date

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 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 party 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 party making such sale on demand to the said Christian Torg heirs and assigns.

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

Signed and delivered in presence of

Christian Torg (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8th day of February, A. D. 1887, before me, A. D. Wilmore, a Notary Public in and for said County and State, came Christian Torg 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 June 26th 1892. A. D. Wilmore Notary Public.
Recorded Feb 8 A. D. 1887, at 2 o'clock P. M.

James Brooks
Register of Deeds.

See Book 27065-75-22-253 and

The foregoing is endorsed on the original instrument
\$20000 Lawrence before Oct. 21 1887 Received of Alexander & Cullen Miller
the within named mortgage in sum of Two thousand dollars in full satisfaction
of the within mortgage
Recorded October 21st 1887 James Brooks
Register of Deeds