

## MORTGAGE RECORD

P. O. Ford, Clerk of Court, Lawrence, Kansas

This Indenture, Made this 7<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and eighty nine between Caspar Weber a Widower of Endora in the County of Douglas and State of Kansas of the first part, and August Weber of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two hundred and seventy four DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20) in Block One hundred and seventy one (171) in the City of Endora Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Caspar Weber 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and seventy four Dollars

according to the terms of the certain Note this day executed and delivered by the said Caspar Weber to the said part y of the second part: 1274 - dated Feb. 7/89 due one year from date with 6% interest

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 part y 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 part y 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 part y making such sale on demand to the said Caspar Weber his heirs and assigns.

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

Signed and delivered in presence of

A. Ryker

Caspar Weber (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of February, A. D. 1889, before me, Charles Della, a Notary Public in and for said County and State, came Caspar Weber a Widower

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 January 17 1891.Chas Della

Notary Public.

Recorded Feb - 20 A. D. 1889, at 7:50 o'clock A-M.

James Brooks  
Reg. U.S. of Treas.

This following is imposed on the original instrument  
This note has been described, having been paid in full. This mortgage is hereby released  
and the same being correct discharged. Cash from my hand this 8 day September 11 1890  
Recorded September 11 1890  
August Weber

Witnessed & Sealed

C. Della