

This Indenture, Made this Twentieth day of February in the year of our Lord one thousand eight hundred and eighty nine between Ella R. Burghardt and William H. Burghardt wife and husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Edith Arnoldia of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Thousand Nine Hundred and Nine 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: Being composed of the East half of the North East quarter of Section number Eleven (11) in Township Number Thirteen (13) N. of Range Number Nineteen (19) W. in Douglas County and State of Kansas containing by admeasurement Eighty (80) acres more or less.

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

This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand Nine Hundred and Nine Dollars

according to the terms of Three certain Promissory Notes this day executed and delivered by the said Ella R. Burghardt & William H. Burghardt to the said party of the second part: and due and payable as follows: \$850 in one year after date with interest at 8% per annum; \$400 in two years after date at 8% from date and \$400 due on or before one year after date at 7% from date with the privilege of paying at all times in full or by installments. 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 Parties of the First Part their 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

Ella R. Burghardt (SEAL.)

William H. Burghardt (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22nd day of February, A. D. 1889, before me, D. S. Noadley, a Notary Public in and for said County and State, came Ella R. Burghardt and William H. Burghardt wife and husband 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 March 7th 1892.

Recorded Feb 20 A. D. 1889, at 5 o'clock P.M.

Notary Public.

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 22nd day of Feb 1889.

Attest A. W. Garmon, Reg. of Deeds.

222-1889-70

The following is a true and correct copy of the original instrument as the same appears described having been fully this mortgage is hereby released and the two parties created thereunder. Attest: my hand, this 15th day of March A.D. 1894. Recorded March 19th 1894. J. H. D. 516