

This Indenture, Made this Eightheenth day of March, in the year of our Lord one thousand eight hundred and eighty nine, between Wm. W. Reinech of Lawrence, Kansas and E. A. Reinech of Excelsior Springs, in the County of Clay and State of Missouri, of the first part, and Wm. W. Reinech of Lawrence, Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Eighty 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: Section Twenty-one, Twentytwo, Twenty-three, (23) and Twenty-fourth in Block No. Thirteen (13) of Charles Second Addition to the City of Lawrence. Also Lots No. Nine (9), Ten (10), Eleven (11), Thirteen (13) and Fourteen (14) Section Sixteen (16) in Block No. Twenty-five (25) of Lincoln's Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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 save a Mortgage of to C. M. Drury to which this mortgage is subject

This grant is intended as a Mortgage to secure the payment of the sum of Sixty Dollars

according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: of even date herewith each for the sum of Six Dollars

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 of the second part making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

C. W. Reinech (SEAL.)

E. A. Reinech (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18th day of March, A. D. 1889, before me,

Joseph E. Riggs, a Notary Public in and for said County and

State, came C. W. Reinech and E. A. Reinech

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 6, 1891.

Joseph E. Riggs Notary Public.

Recorded March 20, A. D. 1889, at 11 o'clock A.M.

John R. Root
Register of Deeds.

In consideration of full payment of the within mortgage
I hereby release the same this
24th day of September, 1889.

Wm. W. Reinech
By his son, Wm. W. Reinech

The following is enclosed in the original instrument:
The note having described saving the bond, gold, diamonds
is fully closed and the fine quality coated chocolate
also return money paid this 24th day of Sept. 1889
Attest, Wm. W. Reinech

Frank J. Root