

This Indenture, Made this 27th day of January in the year of our Lord one thousand eight hundred and eighty nine between Jacob Polie, Jr. and Mary Polie his wife of Indiana in the County of Douglas and State of Kansas of the first part, and Henry Leitz of the second part,

of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and fifty 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: Lot number nineteen (19) and Twenty (20) in Block number One hundred and forty five (145) City of Eudora County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob Dolisign and Mary Dolisign 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 hundred and fifty Dollars

according to the terms of one certain promissory note this day executed and delivered by the
said Jacob Polivig and Mary Polivig his wife to the said part y of the second part:

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~~ 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 heirs and assigns.

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

Signed and delivered in presence of

Jacob Holivi (SEAL.)

Mary Holisi (SEAL.)

—(SEAL.)

... (SEAL.)

STATE OF KANSAS,

County of Douglas)

Be it Remembered, That on this 27th day of January, A. D. 1887, before me, A. J. Richards, a Notary Public in and for said County and State, came Jacob Holvig and Mary Holvig his wife

known to be the same person(s) 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 July - 26 - 1887. O. V. Richards Notary Public.

Recorded April-9- A. D. 1887, at 10-55 o'clock A-M

James Brooks
Realist of Birds.

For Release, see Book 25-B 147

The following is a record made on a fine instrument
by the late Miss deVries, describing having been paid in full the \$200.00, &
is hereby acknowledged, and the sum thereby created has been
As witness my hand this 17th day of April A.D. 1899.
J. H. Vance. Mrs. Martha deVries

Recorded April 18th 1899.