


*Witnesseth*, That the said parties of the first part in consideration of the sum of Eight hundred and forty four 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: The East half (1/2) of the N.E. 1/4 of Sect 41 quarter (1st One) Sixty two acres (62.25 acres) also the North 1/2 Acres of the West half (1/2) of the N.E. 1/4 of Sect 41 (1st Two 2.) all in Section Twenty eight (28) Township Twelve (12) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said \_\_\_\_\_ Jacob Polinger Wife \_\_\_\_\_ 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 except a Mortgage of \$8,000

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and forty four \$ according to the terms of One certain Note this day executed and delivered by the said Jacob Policing and wife to the said party 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 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 Jacob Dolich for wife & their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written, this 1<sup>st</sup> day of April in the year our Lord eighteen hundred and eighty nine

  
 (SEAL)

Signed and delivered in presence of

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered, That on this 17<sup>th</sup> day of April, A. D. 1887, before me,  
Henry Adams, a Notary Public in and for said County and  
State, came Jacob Delving and Mary Louise 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 Oct - 6<sup>th</sup> - 1891 . Henry Abels Notary Public

Recorded April 19 A. D. 1889, at 2 o'clock P M

### Register of Deeds

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same to  
REBECCA OF ALABAMA.

Not. 21"-1901-  
Attest: William B. Seymour-  
Deputy Register of Deeds-

*In consideration of full pay-  
ment of the within mortgage  
I hereby release the same  
this 24<sup>th</sup> day of October, 1889.*

Alfred D. 20/889