

## MORTGAGE RECORD

P. S. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this 24th day of June in the year of our Lord one thousand eight hundred and eighty nine between Max Stober and Greaney his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Bothholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty seven <sup>33</sup>/<sub>100</sub> 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: Lots Number One (1) Two (2) Three (3) in Block 217. Two hundred and seventeen. Situated in the City of Endora County & 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 Max Stober & Greaney his wife do—hereby covenant and agree that at the delivery hereof 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 \$200—given to Alvin Koedel

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty seven Doll 33/100 according to the terms of One certain note this day executed and delivered by the said Max Stober & Greaney his 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, appraisal 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 Max Stober and his 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 24th day of June in the year of our Lord one thousand eight hundred and eighty nine  
Signed and delivered in presence of Max Stober (SEAL.)  
Greaney Stober (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 24th day of June, A. D. 1889, before me, Charles Pilla, a Notary Public in and for said County and State, came Max Stober and Greaney his wife 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 Jan 1st 1891.

Recorded Aug 24th A. D. 1889, at 3:30 o'clock P. M.

Notary Public.

Reg. Secy of Deeds

The following is indorsed on the original instrument  
In consideration of full payment of the up their mortgage  
I hereby release the same this 9th day of July 1890  
Charles Bothholz  
Recorder of Deeds

*Charles Pilla*

*James Brooks*  
Reg. Secy of Deeds