

MONTHLY RECORD

This Indenture, Made this 21st day of August in the year of our
Lord one thousand eight hundred and eighty Nine between
Addie C. Haas
of _____ in the County of Douglas and State of Kansas,
of the first part, and Francis Rebacker
of the second part

Witnesseth, That the said part 4 of the first part in consideration of the sum of One hundred and seventy five DOLLARS, to her 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 North West quarter of Section No. Thirty four in Town No. Fourteen of Range No. Nineteen - the interest of said Mortgage being the undivided 7/8 of said quarter section

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alfred C. Haas do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized in and to his sole 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 One hundred and seventy five dollars
one before year of date
according to the terms of One certain Promissory Note this day executed and delivered by the
said Adeline C. Naas to the said party y of the second part:
Adeline C. Naas

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 part Y 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 part Y 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 part Y making such sale on demand to the said Adeline C. Warriner being and assigns.

In Witness Whereof, The said part Y of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Addie C. Haas (SEAL.)
____ (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 28th day of Aug, A. D. 1889, before me,
John A. Norton Probate Judge, a Notary Public in and for said County and
State, came J. H. Sloan

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 _____ 18 _____

Recorded 11-28 — 28 — A. D. 1889 at 11-9 o'clock A. M.

John A. Norton ^{Notary Public}
 Probate Judge
 5 o'clock A.M.
 Wm. B. Foster ^{Notary Public}

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 3 day of March 1845
Benedict McFarlane
Recorded March 13 1845

The following is abstracted on the original instrument of the notes, herein described, having been said person fully. This message is hereby released, and the said person, created, discharged. References may find this day of August, 1991, at 1:59 PM, recorded August 17th, 1991, of Charles L. Henry.