

MORTGAGE RECORD

U. S. Policy, Blank Book of Notary Public, Lawrence, Kansas

This Indenture, Made this 29th day of August in the year of our Lord one thousand eight hundred and eighty nine between Jacob Dolie Jr. and Mary his wife of Cudora in the County of Douglas and State of Kansas of the first part, and Charles Pella of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and sixty two 50/100 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 part y 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 Numbers Nineteen 19 and Twenty, Block One Hundred and forty five (145) in the City of Cudora 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 Jacob Dolie Jr. and Mary his 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 Mortgage to Henry Lentz for \$400.00

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and sixty two 50/100 Dollars

according to the terms of two certain notes this day executed and delivered by the said Jacob Dolie Jr. and Mary his wife to the said part y of the second part: One for \$112.26 payable on or before March 1st 1890 and one for \$177.26 payable on or before July 1st 1890 both bearing interest at 7% from July 1st 1889

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 Jacob Dolie Jr. and Mary his 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.

Signed and delivered in presence of

Chas PellaJacob Dolie Jr. (SEAL.)Mary Dolie (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 29th day of August, A. D. 1889, before me, Chas Pella, a Notary Public in and for said County and State, came Jacob Dolie Jr. and Mary his wife 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 Jan 17 - 1891.Chas Pella

Notary Public.

Recorded Aug 30 A. D. 1889, at 1⁵⁰ o'clock P. M.James Brooks

Org. later of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged. Acquiesces my hand this 17th day of August 1891
Recorded August 17th 1891
James Brooks

Register of Deeds