

## MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and eighty nine between Peter Dehler and Elizabeth Dehler his wife of Elk Township in the County of Orange and State of Kansas of the first part, and Geo. Pochler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen Hundred 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 West half (1/2) of the North East quarter (1/4) of Section 1 Township 14 Range 7

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Peter Dehler and Elizabeth Dehler 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

This grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred Dollars

according to the terms of One certain Promissory note this day executed and delivered by the said Peter Dehler to the said party of the second part: Payable to the order of Geo. Pochler 15 years from date or before bearing interest at the rate of 6 per cent per annum. said interest payable annually until paid.

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 Peter Dehler and Elizabeth Dehler his wife their 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

Peter Dehler (SEAL.)Elizabeth Dehler (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 31<sup>st</sup> day of August, A. D. 1889, before me, R. L. Horton, a Notary Public in and for said County and State, came Peter Dehler and Elizabeth Dehler 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 April 9 = 1893. R. L. Horton Notary Public  
Recorded Aug 31 A. D. 1889, at 10 o'clock M. in and for Douglas County

James B. Smith  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 10<sup>th</sup> day of August 1889

Attest: Willis B. Schuman  
Deputy