

## MORTGAGE RECORD

P. W. Foster, Mort. Book Manufacturer, Lawrence, Kans.

This Indenture, Made this second day of September in the year of our Lord one thousand eight hundred and eighty nine between C. Willdorf and Sarah Willdorf his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Schibitz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred forty three & 3/4 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 South Thirty four (34) feet of Lot sixteen (16) in Block One hundred & thirty five (135) in the City of Endora as designated on the plat of said City on file & t

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Willdorf and Sarah Willdorf 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 Four hundred & forty three & 3/4 dollars according to the terms of One certain note this day executed and delivered by the said C. Willdorf and Sarah Willdorf 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 for 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 C. Willdorf and Sarah Willdorf or their heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

C. Willdorf (SEAL.)  
Sarah Willdorf (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 2nd day of September, A. D. 1887, before me, Charles A. Hill, a Notary Public in and for said County and State, came C. Willdorf and Sarah Willdorf 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 Feb 2nd 1892 Charles A. Hill Notary Public.

Recorded Sept 5th A. D. 1887, at 8 o'clock a. M.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 2nd day of Sept 1887.  
Charles Schibitz

Charles Schibitz  
James Brooks  
Register of Deeds

The following is inserted on the original instrument  
 The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged  
 at the City of Endora, Mo. this 19th day of Sept. 1894  
Wm. C. Brundage  
Wm. C. Brundage Clerk of Court