

MORTGAGE RECORD

P. T. Foley, Black Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 19th day of September in the year of our Lord one thousand eight hundred and eighty nine between John Deek and Figgie Deek his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Andreas Kraus of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred 00 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 North East quarter of the North East quarter of Section Twenty three (23) Township Thirteen (13) Range Twenty (20) containing 40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Deek & Figgie Deek 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 Two hundred Dollars according to the terms of one certain note this day executed and delivered by the said John Deek & Figgie Deek 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, 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said John Deek & Figgie Deek his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands & his 19th day of September in the year of our Lord one thousand eight hundred and eighty nine

Signed and delivered in presence of

John Deek (SEAL.)
Figgie Deek (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 19th day of Sept, A. D. 1889, before me, Charles Pella Notary Public in and for said County and State, came John Deek & Figgie Deek 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 17th 1891. Chas Pella Notary Public.
Recorded Sept 27 A. D. 1889, at 2 o'clock P. M.

James Brooks
Reg. Sec. of Deeds

The following is recorded over the original instrument
The debt secured by the within mortgage having been fully paid and satisfied, I hereby
authorize the recorder of Douglas County to discharge the same of record under file April 8/91
Recorded April 11/91
James Brooks
Register of Deeds

