

MORTGAGE RECORD

This Indenture, Made this twelfth day of February in the year of our Lord one thousand eight hundred and ninety between Lewis Gzapansky and Augusta Gzapansky of Leocompton in the County of Douglas and State of Kansas of the first part, and Rebecca Thornton of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 her 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 equal half of Lot numbered thirty two (32) thirty three (33) and thirty four (34) in Block numbered eighteen (18) in the City of Leocompton according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lewis Gzapansky and Augusta Gzapansky 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 one hundred dollars and ten cents thereon according to the terms of two certain promissory notes executed Feb 3rd 1890 and delivered by the said Lewis Gzapansky 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 her 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 her 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 Lewis Gzapansky heirs and assigns.

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

Signed and delivered in presence of

Lewis Gzapansky (SEAL.)

Augusta Gzapansky (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12th day of February, A. D. 1890, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came Lewis Gzapansky and Augusta Gzapansky 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 7 1892.

Recorded March 17 A. D. 1890, at 9⁴⁵ o'clock A. M.

James Brooks
Register of Deeds.

The following instrument is indorsed on the original instrument.

In consideration of full payment of the within mortgage

I hereby release the same this

17th day of May 1890

at Leocompton in the County of Douglas and State of Kansas

Witness my hand and seal this

17th day of May 1890

at Leocompton in the County of Douglas and State of Kansas

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The following is indorsed on the original instrument
Received full payment of note secured by the within mortgage
and hereby releases the same, this 6 day of Sept. A.D. 1897
C. M. Fisher