

MORTGAGE RECORD

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

This Indenture, Made this 24th day of February in the year of our Lord one thousand eight hundred and eighty ninty between Henry Hagenbuch and Mary his wife of Endora in the County of Douglas and State of Kansas of the first part, and Peter Dodge of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Lot Number Eleven (11) & the North half of Lot number twelve (12) in Block One hundred and Eight two in the City of Endora 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 Henry Hagenbuch & 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 Dollars according to the terms of one certain note this day executed and delivered by the said Henry Hagenbuch & Mary 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said Henry Hagenbuch 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 this 24th day of February in the year of our Lord eighteen hundred and ninty Henry Hagenbuch (SEAL.)
Mary Hagenbuch (SEAL.)

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of February, A. D. 1890, before me, Henry Abels, a Notary Public in and for said County and State, came Henry Hagenbuch & 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 Oct - 6th 1891. Henry Abels Notary Public.
Recorded April - 21 A. D. 1890, at 10 o'clock A. M.

James Brooks Reg. later of Deeds

The following is indorsed on the original instrument:

This instrument appeared in the morning, Mortgage having been paid in full. I hereby certify that the record of Douglas County is false showing of said Endora, Kas. Peter Dodge