

MORTGAGE RECORD

STATE OF KANSAS, DEPT. OF REVENUE, LAND OFFICE, KANSAS

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and eighty eight between V. P. Dehule and Malinda Dehule his wife of Osage in the County of Douglas and State of Kansas of the first part, and Henry Moller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Nine 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 North East 1/4 Quarter of Section 24, Township 14 North, Range 18 East, Section one acre to center

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said V. P. Dehule and Malinda Dehule 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 Twenty Nine Hundred Dollars according to the terms of Eight certain Promissory Notes this day executed and delivered by the said Parties of the first part to the said party of the second part: as follows to-wit: First \$1000 due 1st of April 1890, the remaining seven notes in amount of \$200 each and payable in seven equal annual payments with interest at 6% per annum on the whole amount each year until paid the last coming due April 1898 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 Parties of the first part or to 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.

Signed and delivered in presence of

V. P. Dehule (SEAL.)
Malinda Dehule (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of April, A. D. 1890, before me, Wm. Mesenheimer Notary Public in and for said County and State, came V. P. Dehule and Malinda Dehule 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 July 27 1893. Wm. Mesenheimer Notary Public.
Recorded April 30 A. D. 1890, at 11 o'clock A.M.

James Brooks
Reg. Latr. of Deeds.

*The following is endorsed on the original instrument -
Received of V. P. Dehule the full balance due upon the note secured by the within named mortgage in full satisfaction of the same and it is hereby released.
Dated July 2, 1890.
By J. B. Smith, Notary Public.
Recorded July 5, 1890.
J. B. Smith, Notary Public.*