

This Indenture, Made this 1st day of May in the year of our Lord one thousand eight hundred and eighty Ninety between Adolph Hilgen and his wife sometimes written Hilgen of Decatur Township in the County of Douglas and State of Kansas of the first part, and Thomas H. Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Three 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 South East quarter of Section Eight (8) Township Twelve (12) Range Eighteen (18) East of the 6th P.M. containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Adolph Hilgen do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Three hundred Dollars according to the terms of ten certain promissory notes this day executed and delivered by the said Robert Hilgen and Adolph Hilgen to the said party of the second part: payable 100 May 1, 1891; 100 May 1, 1892; 200 May 1, 1893; 200 May 1, 1894; 200 May 1, 1895; 300 May 1, 1896; 300 May 1, 1897; 300 May 1, 1898; 300 May 1, 1899; 300 May 1, 1900 with interest payable annually at seven percent per annum. All may be paid by note on today's date said Fitzpatrick himself being called later as he made this day by Robert Hilgen wife's paid Fitzpatrick S.E. 4-12-1890 secure said notes But if default be made in such payment, or any and this conveyance shall be void if such payments be made as herein specified. 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 Adolph Hilgen his 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

Geo. A. Banks

Adolph Hilgen

A. Hilgen

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 1st day of May, A. D. 1890, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Adolph Hilgen sometimes called Hilgen and 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 Dec 12 1892.

Geo. A. Banks

Notary Public.

Recorded May 1 A. D. 1890, at 12 o'clock P. M.

James Brook

Register of Deeds.