

This Indenture, Made this twenty eight day of April in the year of our Lord one thousand eight hundred and eighty ninety between Joseph Hub and Clara Hub his wife of Marion in the County of Douglas and State of Kansas of the first part, and G. M. Hartmann of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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: East 1/2 of South East 1/4 Sec 19 in South East corner Sec 24 Township fourteen (14) Range Eighteen (18) being twenty nine acres more or less. Also North 1/2 of South West 1/4 of Sec 16. 1/2 Section Eleven (11) Township fourteen (14) Range Nineteen (19) in Willow Springs Township

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Hub and Clara Hub 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 except a mortgage to H. M. Branger of One thousand three hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Joseph Hub and Clara Hub to the said party of the second part: payable three (3) years from date with interest at the rate of 9 per cent per annum

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 Joseph Hub his 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

A. A. Cooper

Joseph Hub

(SEAL.)

Clara Hub

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 28 day of April, A. D. 1892, before me, A. A. Cooper, a Notary Public in and for said County and State, came Joseph and Clara Hub husband and 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 April 10 1890.

Recorded June 11 A. D. 1892, at 2 o'clock P. M. A. A. Cooper Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument  
Received Apr 6-1892. Receipt of \$250.00 cash received of E. C. Hartmann to Joseph Hub  
The parties signed Mortgage in the sum of Two hundred and fifty and 00/100 Dollars  
Registered of Deeds. in full satisfaction of the within mortgage. G. M. Hartmann.

