

## MORTGAGE RECORD

P. S. FULTON, CLERK 1001 MARKET STREET, KANSAS CITY, MO.

This Indenture, Made this 10<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and eighty ninth between Herman Drees and Friedrika Drees his wife of Big Springs in the County of Douglas and State of Kansas of the first part, and Theodore Kreipe of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirteen Hundred (\$1300.00) 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 West quarter (1/4) of Section Thirty five (35) Township Twelve (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Herman Drees and Friedrika Drees 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 Thirteen Hundred Dollars (\$1300.00) according to the terms of one certain promissory note this day executed and delivered by the said Herman Drees and Friedrika Drees to the said party of the second part his said note payable one day after date, with interest at 8% per annum from July 10<sup>th</sup> 1890 the said note being given for \$1300.00 and dated July 10<sup>th</sup> 1890

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 Herman Drees and Friedrika Drees heirs and assigns.

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

Signed and delivered in presence of

James Brooks (SEAL.)John Kreipe (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 10<sup>th</sup> day of July, A. D. 1890, before me, J. L. Bristol, Clerk of the District Court, a Notary Public in and for said County and State, came Herman Drees and Friedrika Drees 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 18 —Recorded July — 10 — A. D. 1890, at 4 <sup>50</sup> o'clock P — M.J. L. Bristol Clerk District CourtJames Brooks Register of Deeds

The following is inclosed on the Original Instrument.  
The Note herein subscribed having been paid in full, this Mortgage is hereby released and the lien thereby created discharged.  
Ch. W. Newson, my hand this 10 day of September A.D. 1890  
Theodore Kreipe

Recorded September 10<sup>th</sup> 1890 James Brooks  
By Fred Brooks, Deputy Register of Deeds.



The foregoing instrument is a mortgage instrument.  
 The Note herein subscribed having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
 A. D. 1890, at 4:50 P. M.  
 Ch. W. Newson