

This Indenture, Made this fifteenth day of October in the year of our Lord one thousand eight hundred and eighty twelve between Jacob Toobler and Margaret C. Toobler his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Jacob Baughman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of one 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 fifty three (53) acres of the west seventy three (73) acres of the Northwest fractional quarter of section three (3) of Township twelve (12) Range twenty (20) East and except eleven (11) acres in the Southeast corner of the tract here before sold and deeded to D. Baughman and Owen Baughman.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jacob Toobler and Margaret C. Toobler 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 save and except as to a Mortgage for one hundred and seventy five dollars made to Edward Russell

This grant is intended as a Mortgage to secure the payment of the sum of one hundred dollars and the interest thereon according to the terms of the certain promissory note this day executed and delivered by the said Jacob Toobler and Margaret C. Toobler to the said party of the second part: twelve months after date with 5 per cent interest from date

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 Jacob Toobler and Margaret C. Toobler their 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: declined before signing

Signed and delivered in presence of

Jacob Toobler (SEAL.)

Margaret C. Toobler (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15 day of October, A. D. 1892, before me, J. S. Boubrake, a Notary Public in and for said County and State, came Jacob Toobler and Margaret C. Toobler 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 Jan 11 1892.

Recorded Nov 3 A. D. 1892, at 12 o'clock P. M.

Notary Public

J. S. Boubrake
Register of Deeds

The following is notated on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
Witness my hand this 23 day of Nov. 1892
J. S. Boubrake
Notary Public
Recorded November 24th 1892

The following is notated on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
Witness my hand this 23 day of Nov. 1892
J. S. Boubrake
Notary Public