

The following is endorsed on the original instrument -
In consideration of full pay -

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ment of the within mortgage

I hereby release the same this

1890 to Nov. 1897

Laura M. Grover

Recorded April 18th 1891 Laura

sum of Two hundred & sixty six 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, her 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 East one half of the South East quarter of Section Thirty (30) Township Fourteen (14) Range Nineteen (19) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gotthold Hornberger does 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 except a mortgage of Two hundred dollars to Wm. Hamberger and he does further expressly waive all benefits of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred & sixty six Dollars, according to the terms of one certain note this day executed and delivered by the said Gotthold Hornberger & Anna Hornberger to the said Laura M. Grovenor payable at the office of H. Grovenor & Son Lawrence Ks. as follows to wit: Two hundred & sixty six dollars on the fifth day of November 1892 with the interest thereon, at 7 ¹/₂ per cent. per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is 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 shall become due and payable, and it shall be lawful for said party of the second part her 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 her executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and a reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any, there be, shall be paid by the party making such sale, on demand, to the said Gotthold Hornberger his heirs or assigns.

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

Signed, Sealed & Delivered in the Presence of

Gotthold Hornberger
Anna Hornberger

Anna Hornberger

State of Kansas.

Douglas County,

Douglas County, ^{SS} Be it Remembered, That on this fifth day of November