

This Indenture, Made this 25th day of December in the year of our Lord, one thousand eight hundred and ninety, between Max Stoiber and Creng his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Louis Kellerman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and fifty $\text{\$}$ 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: Lots Number One (1) and three (3) in Block Two hundred and Seventeen, 217, in the City of Eudora with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Max Stoiber 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 One hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said Max Stoiber and wife to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Max Stoiber and wife their heirs and assigns.

In Witness whereof The said parties of the first part have hereunto set their hands this 25th day of December, in the year of our Lord eighteen hundred and ninety.

Signed, Sealed & Delivered in Presence of

Anna ^{nee} Mary Asto

D. E. Stoner (Creng Stoiber)

State of Kansas

County of Douglas } ss.

Max Stoiber [seal]

Creng Stoiber [seal]

Be it Remembered, That on this 25th day of December A.D. 1890 before me Chas-