

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety between Gotthold Gisel & Barbara Gisel his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and J. H. Newlin of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five Hundred and Sixty 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 part y 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 (14) of the North West quarter (14) of Section Twenty four (24) Township Fourteen (14) Range Nineteen (19) Cash 6" P.M. less 1 acre school lot out S.W. corner

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Parties of the first part do hereby covenant and agree, at the delivery hereof, that they 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 Excepting a mortgage of Six Hundred Dollars for five years

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred & Sixty Dollars

According to the terms of four certain Notes this day executed and delivered by the said Parties of the first part to the said part y of the second part:

One note of \$100.00 Dated Nov. 1st 1890 due in one year
One note of \$100.00 Dated Nov. 1st 1890 due in two years
One note of \$150.00 Dated Nov. 1st 1890 due in three years
One note of \$190.00 Dated Nov. 1st 1890 due in four years

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 part y 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 part y of the second part his executors, administrators or assigns; and out of all 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 part making such sale on demand to the said heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Gotthold Gisel (SEAL.)

Barbara Gisel (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 1st day of Nov., A. D. 1890 before me, a Notary Public in and for said County and State, came Gotthold Gisel & Barbara Gisel

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 28 1891

John M. Newlin

Notary Public

Recorded Nov. 7th A. D. 1890, at 9 o'clock A.M.

James Brooke

Register of Deeds

The following is ordered on the original instrument. The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witnesses my hand this 28th day of Oct. A. D. 1894

Recorded October 28th 1894

James Brooke

Register of Deeds

