

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of January in the year of our Lord one thousand eight hundred and Ninety one between Maudie A. Leonard and George E. Leonard her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and August Pochler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven 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: All of Lot No Eighty three (83) in the City of Lawrence and on Tennessee Street according to the Original plat of said City of Lawrence, County of Douglas in the State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part hereby covenant and agree, 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

Eleven hundred according to the terms of One certain promissory note this day executed and delivered by the said August Pochler to the said party of the second part his due Eight years after date with seven per cent interest, payable annually, together with one hundred dollars of principal each year, the maker reserves the right to pay one hundred of the principle additional at any annual payment 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 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 Maudie A. and George E. Leonard 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.

Signed and delivered in presence of

A. A. Cooper

Maudie A. Leonard (SEAL)

George E. Leonard (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of January, A. D. 1891, before me A. A. Cooper, a Notary Public in and for said County and State, came Maudie A. Leonard and George E. Leonard

to me personally

known to be the same persons 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 10th 1893

A. A. Cooper

Recorded Jan 30 A. D. 1891, at 9⁴³ o'clock 7 M.

Notary Public

James Brooks

Register of Deeds

This note having been paid in full
 this mortgage is hereby released, and the said
 August Pochler is discharged of the indebtedness
 of Dec. 29, 1891
 My Sec. A. A. Cooper

A. A. Cooper, Sec. 1891-1892
 A. A. Cooper, Notary Public
 Deputy Register of Deeds

