

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30th day of December in the year of our Lord one thousand eight hundred and eighty-nine between Samuel M. Losey of the County of Douglas and State of Kansas of the first part, and G. M. Hartmann of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 East Half of the South West Quarter of Section No Thirty-one (31) in Township No Thirteen (13) South of Range No Eighteen (18) East-Containing Sixty-seven (67) acres more or less being the land conveyed to said party of the first part by Whitford Thurber and wife by deed dated March 23rd 1878

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel M. Losey do hereby covenant and agree, at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty five Dollars according to the terms of a certain note this day executed and delivered by the said Samuel M. Losey to the said party of the second part:

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 Samuel M. Losey his heirs and assigns.

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

Signed and delivered in presence of

Samuel M. Losey (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30th day of December, A. D. 1889, before me, a Notary Public in and for said County and State, came Samuel M. Losey 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 10 1900 A. A. Cooper Notary Public
Recorded April 2nd A. D. 1891, at 11 o'clock A.M.

James Brooks Register of Deeds

The following is endorsed on original instrument:
In consideration of full payment of the within mortgage I hereby release the same this 5 day of April 1895

for Hugo Hartmann his atty in fact.
Recorded April 5, 1895 at 11:30 o'clock P.M. James Brooks Register of Deeds
G. M. Hartmann Dep.