

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of July in the year of our Lord one thousand eight hundred and ninety one between Joseph Plab and Anna Plab his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Soltholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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: Lot One (1) Two (2) and Three (3) in Block number Two hundred and seventeen (217) in the City of Eudora, County & State aforesaid, with all the improvements thereon

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Plab + Anna Plab do 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 Three hundred and fifty according to the terms of One certain Note this day executed and delivered by the said Joseph Plab and Anna Plab his wife 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 Joseph Plab and Anna his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written. this 6th day of July in the year of our Lord eighteen hundred and ninety one.

Signed and delivered in presence of

Adolph Dotz JrJoseph PlabAnna Plab

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of July, A. D. 1891, before me Charles Billa a Notary Public in and for said County and State, came Joseph Plab and Anna Plab his wife 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 Jan - 17th 1895 Chas Billa Notary Public.
Recorded July - 9 A. D. 1891, at 12 o'clock P. 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 19th day of August 1895

Charles Soltholz
H. W. Tarmean Depy
Recorded Aug 19, 1895 James Brooks Register of Deeds