

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety one, between Martin Hack and Minnie his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Pilla Endora Kansas of the second part,

Witnesseth, That the said party ies of the first part in consideration of the sum of four thousand three 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: lot One (1) or the East tract half (1/2) of the North East Quarter and lot Two (2) except a tract of twenty (20) rods and twelve links North and South off of the North End of said lot two deeded to John Dolis all in section twenty eight (28) Township Twelve (12) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said party ies of the first part therein. And the said Martin Hack & wife do hereby covenant and agree <sup>that</sup> at the delivery hereof they are the lawful owners 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 four thousand three hundred Dollars according to the terms of three certain Notes this day executed and delivered by the said Martin Hack and 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 Martin Hack and wife their heirs and assigns.

In Witness Whereof, The said party ies of the first part, have hereunto set their hands and seal the day and year first above written, this seventh day of August, in the year of our Lord eighteen hundred and ninety one

Signed and delivered in presence of

Adolph Dotz Jr.Minnie Hack

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 7<sup>th</sup> day of August, A. D. 1891, before me Henry Abels, a Notary Public in and for said County and State, came Martin Hack and Minnie his wife

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 Oct - 6<sup>th</sup> 1891Henry Abels

Notary Public.

Recorded Aug - 8 A. D. 1891, at 2<sup>10</sup> o'clock P.M.James Brooks

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 7<sup>th</sup> day of August 1891

Attest:  
Adolph Dotz Jr.  
Deputy Register of Deeds