

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of September in the year of our Lord one thousand eight hundred and ninety one between Reinhold Hubner and Ottilie Hubner his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. H. Tucker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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 No 71 on Connecticut Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Reinhold Hubner and Ottilie Hubner his wife does hereby covenant and agree, ^{that} at the delivery hereof they 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 except a prior mortgage of six hundred dollars (\$600.00)

This grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Reinhold Hubner and Ottilie Hubner 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 his 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

Reinhold Hubner (SEAL.)
Ottilie Hubner (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 21 day of Sept, A. D. 1891, before me A. L. Delig, a Notary Public in and for said County and State, came Reinhold Hubner and Ottilie Hubner 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 Nov - 17 - 1894 August L. Delig Notary Public,
 Recorded Sept - 21 - A. D. 1891, at 2³⁵ o'clock P - M.

James Brooks
 Register of Deeds

In presence of full number of witnesses
 hereby release the same this
15 day of September 1919.

C. H. Tucker

ATTEST:
Estelle M. Brook
Germa Filora
Deputy

A. L. Delig