

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of September in the year of our Lord one thousand eight hundred and ninety one between John Linger and Louis Linger his wife of Kanawaka in the County of Douglas and State of Kansas of the first part, and Peter Eberhart of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred (\$700.00) 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: The East one half of the Southwest quarter of Section Two (2) in Township Thirteen (13) of Range Eighteen (18) East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Linger and Louis Linger his wife do hereby covenant and agree, at the delivery hereof that 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 Seven hundred dollars (\$700.00) according to the terms of One certain promissory note this day executed and delivered by the said John Linger to the said party of the second part: for Seven hundred dollars payable three years after date with interest at eight per cent per annum until paid

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 John Linger and Louis Linger his wife or their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John Linger (SEAL.)
Louis Linger (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26th day of September, A. D. 1891, before me J. J. Sternbergh Justice of the Peace, a Notary Public in and for said County and State, came John Linger and Louis Linger 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 18 Sept 28 A. D. 1891, at 11 30 o'clock M.
Recorded Sept 28 A. D. 1891, at 11 30 o'clock M.

J. J. Sternbergh Justice of the Peace
James Brooks Register of Deeds

This foregoing is recorded on original instrument.
The notes herein described having been paid in full, this mortgage is hereby released, and the line thereby created discharged.

At Witness my hand, this 21 day of May, A.D. 1896.

Recorded May 21, 1896 James Brooks Register of Deeds
J. W. Carman Deputy