

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10 day of November in the year of our Lord one thousand eight hundred and ninety one between Valentine Vogler and Louisal Vogler his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and August Diechner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Fifty (\$150) 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 No Sixty Eight 163 on New Jersey 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 Valentine Vogler and Louisal Vogler 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 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 One Hundred and Fifty Dollars according to the terms of an certain Note this day executed and delivered by the said Valentine Vogler and Louisal Vogler to the said party of the second part: Payable in one year after date with interest at 8% per annum and being the purchase money paid for said premises

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, on 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 Valentine Vogler 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

Valentin Vogler (SEAL.)
Louisal Vogler (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 10 day of November, A. D. 1891, before me L. D. Steele, a Notary Public in and for said County, and State, came Valentine Vogler and Louisal Vogler 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 June 18 1894 L. D. Steele Notary Public.
 Recorded Nov 16 A. D. 1891, at 9 o'clock A. M.

James Brooks
 Register of Deeds