

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of Novbr in the year of our Lord one thousand eight hundred and ninety one between Satan Sommer & Anna Maria his wife & Fred Gillner & Theresa his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Adolph Sotz Jr. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred & 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: Sixteen (16) Acres (1/2) Eight (8) Acres (1/2) Nine (9) Acres (1/2) Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) and Fifteen (15) in Block One hundred and Eighty four (184) all situated in the City of Eudora County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sommer & wife & Gillner & wife 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 Dollars according to the terms of One certain Note this day executed and delivered by the said Satan Sommer & wife & Gillner & 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 Satan Sommer and wife & Gillner & wife 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 2nd day of November in the year of our Lord eighteen hundred & ninety one.

Signed and delivered in presence of

Satan Sommer (SEAL)
Anna Maria Sommer (SEAL)
Fred Gillner (SEAL)
Theresa Gillner (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 11th day of Novbr, A. D. 1891, before me Charles Pilla, a Notary Public in and for said County and State, came Satan Sommer & Anna Maria his wife and Fred Gillner and Theresa 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 Jan 17 1895 Chas Pilla Notary Public.
 Recorded Nov 17 A. D. 1891, at 2 o'clock P M.

James Brooks
 Register of Deeds

The following is indorsed on the original instrument:
 The amount of the within Mortgage having been paid
 in full & hereby availing the Register of Deeds of Douglas
 County to discharge same of record. Eudora Kans 2/6-98
 Recorded Feb 7th 1898
 J. D. Sotz Jr.