

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twelfth day of January in the year of our Lord one thousand eight hundred and ninety two (1892) between Charles Hilledorf and S. D. Hilledorf his wife of Endora in the County of Douglas and State of Kansas of the first part, and Charles Lethholz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: The South thirty three (33) feet of Lot sixteen in Block Number one hundred thirty five (135) as designated on the Plat of the City of Endora Kan

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that 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 three hundred dollars and the interest accruing thereon according to the terms of one certain promissory note this day executed and delivered by the said Charles Hilledorf to the said party of the second part: and payable on or before two years from date with interest at eight per cent per annum from date signed C. Hilledorf Sarah Hilledorf

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, appraisal 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 parties of the first part, their 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.

Signed and delivered in presence of
C. Hilledorf (SEAL.)
S. D. Hilledorf (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 12th day of January, A. D. 1892, before me Charles A. Still, a Notary Public in and for said County and State, came Charles Hilledorf and S. D. Hilledorf his wife foregoing grantors 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 July 2nd 1892 Charles A. Still Notary Public.

Recorded January 15th A. D. 1892, at 12:20 o'clock P. M.

In consideration of the payment of the within mortgage I hereby release the same
W. G. Hill

James Brooke Register of Deeds
Recorded April 1st 1902
W. G. Hill

The following is endorsed on the original instrument
Five Dollars Received S. D. Hilledorf sell and assign this mortgage and the notes therein described to W. G. Hill, this 20th day of September, A. D. 1901.
Charles Lethholz

Attest
C. A. Still
Notary Public
Recorded Sept. 23rd 1901
W. G. Hill, Register of Deeds.
By Billie B. Starnack - Deputy