

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourteenth day of January in the year of our Lord one thousand eight hundred and ninety two between Herman Pohl and Augusta Pohl his wife of the County of Douglas and State of Kansas of the first part, and August Hackstien of Wisconsin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of nine hundred and fifty 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 (1/2) half of the South West (1/4) quarter of Section (16) sixteen Township (13) Fifteen Range (19) Nineteen, excepting therefrom the West (1/2) half of the South East (1/4) of the South West (1/4) quarter of said section fifteen. Conveyed by said Herman Pohl to Christian Pohl by deed recorded Need Book 52 Page 411 of records of said Douglas County, there being on said premises a mortgage or mortgages to Wippler Lammie No due about January 24 1892 which the said Pohl is at that time to pay off.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Herman Pohl does hereby covenant and agree ^{that} at the delivery hereof he is the lawful owner 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 nine hundred and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Herman Pohl to the said party of the second part: made by the said Herman Pohl payable to the order of said August Hackstien ten years after date for \$950.00 with interest at the rate of five percent per annum payable annually.

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 Herman Pohl his 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

Herman Pohl (SEAL.)
Augusta Pohl (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Franklin

Be it Remembered, That on this 16 day of Jan, A. D. 1892, before me John Andrew, a Notary Public in and for said County and State, came Herman Pohl and Augusta Pohl his wife of Douglas County Kansas 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 Feb 10 1896 John Andrew Notary Public.

Recorded January 18 A. D. 1892, at 9 30 o'clock P. M.

James Brooks Register of Deeds

(In Acknowledgment See Deed Bk. 10 - Pg. 541)
 (For Rec. See Bk. 47 - Pg. 10)