

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety two between Mary Hitz and Charles Hitz her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and William Orr of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine Hundred 900 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:

Commencing at the South West corner of the South East Quarter of Section No One in Township No Thirteen (13) South of Range No Nineteen (19) East of the 6<sup>th</sup> P.M. Running thence North Forty (40) Rods thence East Forty (40) Rods thence South Forty (40) Rods thence West Forty (40) Rods to place of beginning containing ten acres more or less being in the South East Quarter of Section No One in Township No Thirteen (13) Range No Nineteen (19) Being for purchase of said premises

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Hitz and Charles Hitz 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

Nine Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Mary Hitz and Charles Hitz to the said party of the second part: payable in three years with interest thereon according to three coupons

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, appraisalment 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 Mary Hitz and Charles Hitz 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

Mary Hitz (SEAL.)  
Charles Hitz (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 14 day of May, A. D. 1892, before me L. D. Steele, a Notary Public in and for said County and State, came Mary Hitz and Charles Hitz her husband 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 May 16 A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

Released See Book 33 Page 278  
(See Book 25 Page 605 for assignment)