

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of July in the year of our Lord one thousand eight hundred and ninety two between John Klinow and Maria M. Klinow wife of Curay in the County of Curay and State of Colorado of the first part, and Joseph Yewdall of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Lot No Fifty three (53) on Rhode Island 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 John Klinow and Maria M. wife do hereby covenant and agree ^{that} 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 Four Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said John Klinow and Maria M. Klinow wife to the said party of the second part: payable in five years with interest at 8% per annum payable semi annually according to 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, 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 John Klinow and Maria M. Klinow 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

John Klinow (SEAL.)
Maria M. Klinow (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF Colorado
 OF KANSAS, } ss.
Curay County

Be it Remembered, That on this 8th day of August, A. D. 1892, before me Amos E. Walther a Notary Public in and for said County and State, came John Klinow and Maria M. Klinow 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'y 30th 1895 Amos E. Walther Notary Public.
 Recorded Aug 13 A. D. 1892, at 5⁰⁰ o'clock P-M.

Janus Brooks
 Register of Deeds

The following is indorsed on the original instrument
 \$400 rec'd May 12, 1897 Received of John Klinow the within named
 Mortgage for the sum of Four Hundred and x dollars in full satisfaction
 of the within mortgage
 Joseph Yewdall
 Recorded May 12th 1897
 Register of Deeds