

sonally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. B.

J. E. Hair

Notary Public

My commission expires on the Aug day of 3. 1894.
Recorded July 23. 1894 at 5 o'clock P.M.

James Brooks
Register of Deeds

This Indenture Made this Twenty first day of July in the year of our Lord one thousand eight hundred and ninety four between Eliza Suckan and Paul Suckan (Husband & Wife) of in the County of Douglas, and State of Kansas of the first part, and Charles Hess 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: Lot No One Hundred and Thirteen (113) on New Jersey Street in the City of Lawrence, County and State aforesaid, said sum being purchase money for said premises, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein And the said Eliza Suckan and Paul Suckan 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 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 promissory note this day executed by the said Eliza Suckan and Paul Suckan to the said party of the second part. Three Hundred Dollars, due October 21st 1894.

And this conveyance shall be void if such payment be made as is 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 shall be due and payable, and it shall be lawful for said party of the second part, his executors, administrators and assigns, at any time thereafter, to

The following is indexed on the Original instrument
In consideration of full payment of the within mortgage,
I hereby release the same this 31 day of December 1895.
Charles Hess

Recorded December 31st 1895
James Brooks
Register of Deeds