

This Indenture, Made this 1<sup>st</sup> day of December in the year of our

Lord one thousand eight hundred and Ninetytwo between  
Louis Hechinger an unmarried man  
 of in the County of Douglas and State of Kansas  
 of the first part, and John H. Eibest  
 of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of  
Fifteen Hundred DOLLARS, to him duly paid, the receipt  
 of which is hereby acknowledged, has 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 North East quarter of Section Seventeen (17) Township Twelve  
(12) Range Nineteen (19) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Louis Hechinger  
 do 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 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

Fifteen Hundred Dollars  
 according to the terms of four certain promissory notes this day executed and delivered by the  
 said Louis Hechinger to the said party of the second part:  
payable \$200 Jan 1. 1894 \$200 Jan 1. 1895 \$200 Jan 1. 1896 \$200 Jan 1. 1897 with interest after Jan 1. 1893  
at the rate of 6 per cent 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 the 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 Louis Hechinger  
 heirs and assigns. grantee has the privilege of paying on said notes at any time amount not less than \$100.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first  
 above written.

Signed and delivered in presence of

Louis Hechinger (SEAL.)  
 (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 1<sup>st</sup> day of December, A. D. 1892, before me  
Geo. H. Banks, a Notary Public in and for said County and  
 State, came Louis Hechinger an unmarried man  
 to me personally  
 known to be the same person 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 Dec 12 1892 Geo. H. Banks Notary Public.  
 Recorded Dec 1 A. D. 1892, at 2 5 o'clock P. M.

James Brooks  
 Register of Deeds.

The following is secured on original instrument  
 in consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same this  
31 day of Dec 1896  
John H. Eibest  
Recorded Dec 31, 1896 James Brooks Register of Deeds  
H. W. Carman Deputy

