

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourth day of February in the year of our Lord one thousand eight hundred and Ninety between Mathias Gantz and Marguerite Gantz, his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Charles DeWitt of Lawrence, Douglas County, Kansas 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: The North East quarter (1/4) of the South quarter (1/4) of Section Number twenty (20) in Township No. fourteen (14) of Range No. nineteen (19) East of the 6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mathias Gantz and Marguerite do hereby covenant and agree that at the delivery hereof was 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 four hundred dollars according to the terms of one certain Note this day executed and delivered by the said Mathias Gantz and Marguerite Gantz, his wife to the said party of the second part

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 Mathias Gantz and Marguerite Gantz, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Mathias Gantz (SEAL)
Marguerite Gantz (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 4th day of February, A. D. 1890, before me a Justice of the Peace, a Notary Public in and for said County and State, came Mathias Gantz and Marguerite Gantz, his wife 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 18 N. E. Price J. C. Notary Public
 Recorded Jan 2 A. D. 1893, at 2 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
 In consideration of full payment of the within mortgage
 I hereby release the said this 2 day of Jan 1893
 Charles DeWitt

Recorded January 2nd 1893 at 2 o'clock P.M.
 James Brooks
 Register of Deeds

The following is endorsed on the original instrument
 1893 Jan 2