

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13 day of April in the year of our Lord one thousand eight hundred and ninety three between Josiah C. Haas an unmarried man of Burlington in the County of Orange and State of Kansas of the first part, and E. J. Robacker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two 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: My undivided interest of the party of the first part in and to the North West quarter (1/4) of Section No thirty four (34) Township No fourteen (14) Range thirteen (13) being a part of the estate of Daniel Haas deceased.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Josiah C. Haas a single man 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 Two Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Josiah C. Haas to the said party of the second part: E. J. Robacker

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 Josiah C. Haas or to his heirs and assigns.

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

Josiah C. Haas (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Franklin

Be it Remembered, That on this 13 day of April, A. D. 1893, before me M. I. Swift, a Notary Public in and for said County and State, came Josiah C. Haas a single 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 11 11 1895. M. I. Swift Notary Public.
Recorded April 14 A. D. 1893, at 11 o'clock A. M.

James Brooks
Register of Deeds.

The following is indorsed on original instrument.
Received of Josiah C. Haas the within named mortgagee the sum of Four hundred & twenty one \$21.00 Dollars, in full satisfaction of the within mortgage.
Recorded Aug 18. 1894 at 11 o'clock AM James Brooks Register of Deeds
H. W. Carman Deputy