

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 27 day of April in the year of our Lord one thousand eight hundred and ninety three between Valentine Vogler and Eva Vogler his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and C. A. Dolbee of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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: Begin at the South West corner of the North West quarter of Section Twenty (20) Township Seven (7) North (14) South of Range Nineteen (19) East of the 6th P.M. thence North Eighty (80) Rods thence East Forty seven (47) Rods to the centre of a branch or ravine, thence North easterly along the centre and with the meanderings of said branch or ravine to a point on the North line of said quarter section, Eighty four (84) Rods west of the North East corner thereof, thence East Eighty four (84) Rods to said North East corner thence South One hundred and sixty (160) Rods to the South East corner of said quarter section, thence West One hundred and sixty (160) Rods to beginning, 130 acres more or less. Also the South One fourth of the West half of South East quarter of North West quarter of Section Seven (7) said Township and Range 5 Acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 save and except one certain Mortgage to W. S. March, dated April 27, 1893, to secure \$15.00.

This grant is intended as a Mortgage to secure the payment of the sum of

Seven Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part due in five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default until paid at the rate of ten per cent per annum, the party of the first part hereby reserve the privilege of paying 100% or any multiple thereof on the principal of the note hereby secured at the time of any interest payment, 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 Parties of the first part their 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

Valentine Vogler (SEAL)
Eva Vogler (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 28 day of April, A. D. 1893, before me, J. C. Greel, Justice of the Peace, a Notary Public in and for said County and State, came Valentine Vogler and Eva Vogler 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

Recorded May 1 A. D. 1893, at 2:20 o'clock P.M.

J. C. Greel Justice of the Peace Notary Public
James Brooks Register of Deeds

The following is inserted on original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
Witness my hand, this 17th day of February A.D. 1896

C. A. Dolbee

Attest: E. M. Dolbee
Recorded Feb. 18, 1896 James Brooks Register of Deeds
J. C. Greel