

JOURNAL OF THE REGISTER, KAN.

This Indenture, Made this 28 day of August in the year of our Lord one thousand eight hundred and ninety three between D. Gellers and Elia Gellers his wife of Leocompton in the County of Douglas and State of Kansas of the first part, and H. D. Stover of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Lots numbered eight (8) nine (9) ten (10) eleven (11) twelve (12) twenty three (23) twenty four (24) twenty five (25) twenty six (26) in Block numbered eighteen (18) in the City of Leocompton according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. Gellers and Elia Gellers 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 two hundred dollars and the interest thereon according to the terms of three certain promissory notes this day executed and delivered by the said D. Gellers to the said party of the second part: one due in 4 months calling for fifty dollars, one due in 12 months calling for twenty five dollars and one due in two years calling for twenty five dollars all with 6 per cent interest from date 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 her 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 her 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 D. Gellers and Elia Gellers 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

D. Gellers
Elia Gellers

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28 day of August, A. D. 1893, before me J. H. Bombrake, a Notary Public in and for said County and State, came D. Gellers and Elia Gellers his wife 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 Jan - 4 1896Recorded Aug - 28 A. D. 1893, at 3³⁰ o'clock P. M.

J. H. Bombrake
James Brooks

Notary Public.

Register of Deeds.

The following is a list of the original instrument
The notes herein described having been paid in full, this Mortgage
is hereby released and the lien thereby created discharged
As Witness my hand this 13th day of August A.D. 1894.
John Harris

Recorded May 10th 1894.
J. H. Bombrake Register of Deeds

(See Book 79 Page 21 for assignment.)



The following is indorsed on the original instrument