

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and ninety four between Louisa F. Heiligenstein & Charles Heiligenstein husband of Kansas City in the County of Wyandotte and State of Kansas of the first part, and Allen Collins of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred & Forty (\$640) DOLLARS, to him 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: Undivided four fifths (4/5) interest in Lot No. Sixty nine (69) New Hampshire Street in the city of Lawrence Louisa F. Heiligenstein was formerly Louisa F. Grey widow of Henry Grey deceased

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Louisa F. Heiligenstein 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 Six Hundred and Forty Dollars (\$640) according to the terms of One certain note this day executed and delivered by the said Louisa F. Heiligenstein to the said party of the second part: payable five years after date interest according to ten coupons attached to note

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 Louisa F. Heiligenstein 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

Louisa F. Heiligenstein (SEAL.)
Charles Heiligenstein (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 1 day of March, A. D. 1894, before me L. S. Steele, a Notary Public in and for said County and State, came Louisa F. Heiligenstein & Charles Heiligenstein husband 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 June 15 1894
 Recorded March 1st A. D. 1894, at 5 o'clock A M.

L. S. Steele Notary Public.
James Brooke Register of Deeds.

The following is indexed on the original instrument
 The note herein described having been paid in full this Mortgage
 is hereby released and the lien thereby created discharged
 As Witness my hand this 6th day of September A.D. 1898.
J. J. Collins.

Recorded Sept 6th 1898.

(Assigned for Post Page 569)

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