

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 Guardian of Estate of Henry H. Frey & Walter Frey minors of Ellen Collins in the County of _____ and State of Kansas of the first part, and _____ of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and sixty (160) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha² sold and by these presents do^{co} grant, bargain, sell and mortgage to the said party of the second part her 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 One fifth (1/5) interest in Lot No Sixty nine (69) New Hampshire Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louisa F. Heiligenstein Guardian do^{co} hereby covenant and agree that at the delivery hereof 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 One Hundred & Sixty Dollars according to the terms of One certain note this day executed and delivered by the said Louisa F. Heiligenstein Guardian to the said party of the second part: Payable in five years from date. Interest according to ten Cents. 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 (Guardian) heirs and assigns.

In Witness Whereof, The said party of the first part, ha² hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Louisa F. Heiligenstein (SEAL.)
Guardian (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1 day of March, A. D. 1894, before me, _____, a Notary Public in and for said County and State, came Louisa F. Heiligenstein Guardian 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.

L. S. Steele Notary Public.
The following is indorsed on the instrument above rec'd
In Douglas County Propate. The within Mortgage is
this 1st day of March 1894 approved by said Court
John A. Horton-Judge
Recorded March 1st 1894
Miss Brooks Register of Deeds

The following is indorsed 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 16th day of September A.D. 1895.
J. J. Collins

Recorded Sept 16th 1898

(Assigned to Book 3 Page 365)

