

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety four between Charles Gaumer and Mahala Gaumer his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George F. Gaumer their son of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred and twenty five (\$625.00) 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: The East forty five (45) Acres of that portion of the South West quarter of Section No. Sixteen (16) in Township No. Thirteen (13) of Range No. Twenty (20) that lies South of the Wakarusa River

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

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred and twenty five Dollars according to the terms of 9 certain promissory notes one of them and the other dated Oct 1893 this day executed and delivered by the said parties of the first part to the said party of the second part:

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 and to the said parties of the first part or 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

James M. Hendry

Charles Gaumer  
Mahala Gaumer  
mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11<sup>th</sup> day of May, A. D. 1894, before me a Notary Public in and for said County and State, came Charles Gaumer and Mahala Gaumer 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 Feb 11 1898

Recorded May 11 A. D. 1894, at 5<sup>00</sup> o'clock M.

Francis M. McKale

Notary Public.

James Brooks  
Register of Deeds.

The following is entered on original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
28<sup>th</sup> day of January, 1895.  
Geo F. Gaumer

Recorded Feb 16, 1895 at 7:45 o'clock P.M. James Brooks Register of Deeds

