

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of June in the year of our Lord one thousand eight hundred and ninety Four between John Hermann and Lizzie Hermann his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel M. Jack of the second part,

Witnesseth, That the said part1st of the first part in consideration of the sum of Five 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: The East half of North East Quarter of Section No Nine (9) Township No Thirteen (13) South of Range No Twenty (20) East of the 6th PM. containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part1st of the first part therein. And the said John Hermann & Lizzie Hermann hereby covenant and agree that at the delivery hereof they are 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 (\$500) Five Hundred Dollars according to the terms of two certain Notes this day executed and delivered by the said John Hermann to the said party of the second part: \$250 on or before two years and \$250 on or before three years interest at 7% per annum payable annually, and being part of purchase money said premises 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 John Hermann his heirs and assigns.

In Witness Whereof, The said part1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John Hermann (SEAL.)
Mrs Lizzie Hermann (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 9th day of June, A. D. 1894, before me L. I. Steele a Notary Public in and for said County and State, came John Hermann and Mrs Lizzie Hermann 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 June 18 1898 L. I. Steele Notary Public.
Recorded June 9 A. D. 1894, at 10⁰⁰ o'clock A.M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herin described having been paid in full, this mortgage is hereby released, and the note thereby created discharged. As witness my hand, this 28th day of March, A. D. 1895.
Notary Public.
A. C. Carson

Recorded March 19th 1895
James Brooks
Register of Deeds

