

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of September in the year of our Lord one thousand eight hundred and ninety 1891 between Peter R. Hartig and Francis Hartig his wife of Eudora in the County of Douglas and State of Kansas of the first part, and C. A. Hill of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five Hundred 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: The North West Quarter of South West Quarter of South West Quarter of Section Four (4) Township Thirteen (13) Range Twenty One (21) Mer 3rd and One half (1 1/2) acres adjoining above land South side running as follows Commencing at the South West Corner of above described land and running east forty (40) rods South to the road Thence along the road Westerly to the line of Eudora City limits and then back to place of beginning Except Catholic Cemetery with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Peter R. Hartig and Francis Hartig 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 Five Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Peter R. Hartig and Francis Hartig 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Peter R. Hartig and Francis Hartig heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Peter R. Hartig (SEAL.)
Francis Hartig (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 25th day of September, A. D. 1891, before me, C. F. Richards, a Notary Public in and for said County and State, came Peter R. Hartig and Francis Hartig 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.

commission expires March 29, 1891 C. F. Richards Notary Public.
 Recorded Sept 26, A. D. 1891, at 10 o'clock A. M.

James Brooke
 Register of Deeds.

This Note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged

C. A. Hill

*Attest: James Brooke
 Fred Brooke
 Deputy*

