

This Indenture, Made this Twenty day of November in the year of our Lord one thousand eight hundred and ninety four between C. M. Almdorff and Martha S. Almdorff his wife of Laurie in the County of Douglas and State of Kansas of the first part, and Martha A. Foster of the State of Ohio of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of One thousand 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: Beginning forty (40) feet North of the South West Corner of North East quarter Section One (1) Township Thirtieth (30) Range Fifth (5) East of 6th Meridian North 72° 30' East Twelve (12) chains, South Seven (7) chains, East Four (4) chains, South Six (6) chains, West Sixteen (16) chains to place of beginning containing 30 3/4 acres more or less, and embracing what is called and known as University Place Farm comprising Block Seventeen (17) the Twenty (20) inclusive same and except only Lot 9 of Block 17 which is 50 x 100 feet, being all of said farm except said excepted lot.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said C. M. Almdorff and Martha S. Almdorff his wife 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of One thousand five hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable five years after date with interest at 10% after maturity, the interest until maturity or default is evidenced by coupons attached to said 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 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 part of the second part 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 parties of the first part then heirs and assigns.

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

Signed and delivered in presence of

Nugh Blair

C. M. Almdorff (SEAL)  
Martha S. Almdorff (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 17 day of November, A. D. 1894, before me, Nugh Blair, a Notary Public in and for said County and State, came C. M. Almdorff and Martha S. Almdorff 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 1<sup>st</sup> Dec 1897

Recorded Nov 17 A. D. 1894 at 1<sup>30</sup> o'clock P. M.

Nugh Blair Notary Public.  
James Brooks Register of Deeds.

The following is recorded 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 12 day of September, A.D. 1907.  
M. F. Foster.

Recorded Sept 17<sup>th</sup> 1907.  
W. W. Armstrong,  
Register of Deeds.

