

This Indenture, Made this First day of Dec in the year of our Lord one thousand eight hundred and ninety four between Joseph Kratzberg Emma L. Kratzberg his wife of Kansas in the County of Douglas and State of Kansas of the first part, and A. Finckley of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five hundred & fifty 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 North half (1/2) of the North East quarter (1/4) of Section number three (3) in Township number thirteen (13) of Range number eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Joseph and Emma L. Kratzberg 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 except a mortgage of \$650 given by A. Finckley & wife to Edward Russell Sept. 30, 1889.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty according to the terms of one certain Note this day executed and delivered by the said Joseph Kratzberg to the said party of the second part: dated Dec 14 1894 and due in four (4) years from Oct. 1, 94 with interest at 8%.

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 Joseph Kratzberg 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

J. C. Vincent

Joseph Kratzberg
Emma L. Kratzberg

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14 day of Dec, A. D. 1894, before me, a Justice of the Peace, a Notary Public in and for said County and State, came Joseph Kratzberg and Emma L. Kratzberg 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 189

Recorded Dec 14 A. D. 1894 at 3 o'clock P.

J. C. Vincent

Justice of the Peace

Notary Public

James Brooks

Register of Deeds

The following was indorsed on the original instrument
In consideration of full payment of the within mortgage,
I hereby release the same this day of A. Finckley

Recorded Oct. 27, 1895

W. D. Saxman

Register of Deeds

reg. J. C. Vincent