

This Indenture, Made this Thirty first day of January in the year of our Lord one thousand eight hundred and ninety four between Anton Kloss and Louisa Kloss (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. G. Parker of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and 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: Lot Forty one (41) in Boonville Sub division of Block Twenty Early Addition to the City of Lawrence, Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Anton Kloss and Louisa Kloss 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 One hundred and fifty Dollars according to the terms of One certain Notes and six Coupons this day executed and delivered by the said Anton Kloss and Louisa Kloss to the said party of the second part: his heirs or assigns

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 Anton Kloss his 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

J. A. Steele

Anton Kloss

Louisa Kloss

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 31st day of January, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Anton Kloss and Louisa Kloss

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.

My commission expires April 24 1895

Recorded Jan 31 A. D. 1895 at 7³⁰ o'clock P M.

John M. Newlin

Notary Public

James Brooks

Register of Deeds

The following is returned 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 10th day of January, A. D. 1895
E. G. Parker
Recorded Jan. 13th, 1895
By H. C. Fisher, Register of Deeds

The following is indorsed on the original instrument