

This Indenture, Made this 9th day of July in the year of our Lord one thousand eight hundred and ninety four between August Gauck and Annie Gauck his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lizzie Hermann of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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 part 2nd of the second part their 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: lots three (3) and four (4) in Block Eight (8) in same place

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said August Gauck and Annie Gauck 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 Eight Hundred & fifty dollars according to the terms of five certain promissory notes this day executed and delivered by the said August Gauck and Annie Gauck to the said part 2nd of the second part: payable at Lawrence Kansas as follows, to-wit: 100⁰⁰ dollars on the 1st day of September 1895, 150⁰⁰ dollars on the 1st day of January 1897, 150⁰⁰ dollars on the 1st day of January 1898, 150⁰⁰ dollars on the 1st day of January 1899, 300⁰⁰ dollars on the 1st day of January 1899 with interest thereon 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 part 2nd of the second part their 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 2nd of the second part their 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 part 2nd making such sale on demand to the said August Gauck and Annie Gauck 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

August Gauck (SEAL.)

Annie Gauck (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of July, A. D. 1895, before me, James H. Mitchell a Notary Public in and for said County and State, came August Gauck and Annie Gauck 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.

My commission expires Feb - 13 - 1896

Recorded Sept - 9 - 1895 at 8³⁰ o'clock A. M.

James H. Mitchell Notary Public.

James Brooks Register of Deeds.

The following is endorsed on original instrument.
 \$450.
 Record of August Gauck on the within named mortgage the sum of Eight Hundred & fifty (\$450) Dollars in full satisfaction of the within mortgage.
 Lizzie Hermann
 Recorded Oct. 11, 1895 James Brooks Register of Deeds
 J. Hermann on Deputy