

This Indenture, Made this 28th day of September in the year of our Lord one thousand eight hundred and ninety two between Joseph Strawther and Hanna Strawther of Eudora in the County of Douglas and State of Kansas of the first part, and Johanna Pitt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty 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's number fifteen (15) between (16) Mount (17) and Eighteen (18) in Block number thirty eight (38) in the City of Eudora

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph and Hanna Strawther do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Forty Dollars according to the terms of a certain promissory note this day executed and delivered by the said Joseph and Hanna Strawther 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 therefor, 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 Hanna Strawther 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
Witness to Mark
@ F. Richards
James Blackworth

J. M. Strawther (SEAL.)
Hanna Strawther (SEAL.)
mark (SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of Sept, A. D. 1892, before me, @ F. Richards, a Notary Public in and for said County and State, came J. M. Strawther and Hanna Strawther

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 29th 1894 @ F. Richards Notary Public.
Recorded Oct 7 A. D. 1892 at 5 o'clock P. M.

James Brooks
Register of Deeds.

The following is inclosed on the original indenture
which is all given by these presents that I Albert Bagelmann the Mortgagee
with in name of these heretofore acknowledged full payment of the note by the foregoing
Mortgage secured and discharge the Mortgagee of Bonds of Douglas County Kansas & this along
the record of record in the office of the County Clerk of Douglas County Kansas
H. B. Bagelmann
Assigned see Book 33 Page 277
Recorded August 13th 1893.
F. Richards