

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety four between Magdalene Hertzler and her husband E. Hertzler of Willow Springs in the County of Douglas and State of Kansas of the first part, and Mary M. Lewis of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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 south west quarter of the North east quarter section thirteen (13) Range fourteen (14) Township nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Magdalene Hertzler do let hereby covenant and agree that at the delivery hereof she is 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 five hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Magdalene Hertzler + E. Hertzler 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 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 her 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 her 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 Magdalene Hertzler her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha ve hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Magdalene Hertzler (SEAL.)
E. Hertzler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of February, A. D. 1896, before me, N. E. Hagen, a Notary Public in and for said County and State, came Magdalene Hertzler and E. Hertzler her husband to me personally known to be the same person s 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 October 5th 1898

Recorded Feb 21 1896 A. D. 1896 at 10⁵⁵ o'clock A. M.

N. E. Hagen

Notary Public.

James Brooke
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full. This mortgage is hereby released and the same hereby created is discharged.
Attestes my hand this 16th day of March A.D. 1897
Mary M. Lewis

Recorded March 19th 1897
James Brooke
Register of Deeds

(L. S.)