

This Indenture, Made this 4th day of October A. D. 1890 between
B. W. Hammer & Henry Hagenbuch
of Douglas County, in the State of Kansas of the first part, and
Mrs. H. S. Surr
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part of of the first part, in consideration of the sum of
Six hundred AND 00 DOLLARS,
the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said part of of
the second part, her heirs and assigns, all the following described REAL ESTATE, situated in
Douglas County, and State of Kansas, to-wit:—

Lot number one (1) Block number One Hundred and
forty six (146) in the City of Eudora, State of
Kansas - aforesaid

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said
B. W. Hammer & Henry Hagenbuch
ha S this day executed and delivered one certain promissory note in writing to said part of of the second part,
of which the following is a cop y:
\$600.00 Eudora, Oct. 4th, 1900
Two years after date we promise to pay to the
order of Mrs. H. S. Surr, Six hundred Dollars at 7%
interest payable semi annually. Value received
copy Due B. W. Hammer
no. Henry Hagenbuch

Now, If said part of of the first part shall pay or cause to be paid to said part of of the second part, her heirs
or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the
terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force
and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due,
and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part
thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon,
shall, and by these presents become due and payable, and said part of of the second part shall be entitled to the possession of
said premises.

In Witness Whereof, The said part of of the first part ha hereunto set hand
the day and year first above written.

B. W. Hammer
Christina Hammer
Henry Hagenbuch
Mary Hagenbuch

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 4th day of October A. D. 1890, before me the
undersigned, a Henry Abel in and for the County and State aforesaid, came
B. W. Hammer & wife Henry Hagenbuch & wife

who personally known to me to be the same person who executed the within instru-
ment of writing, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official
Seal, the day and year last above written.



Henry Abel Notary Public.
My Commission Term expires Oct. 4th 1892
Recorded Oct. 9 A. D. 1890, at 2:35 o'clock P. M.
H. S. Surr Register of Deeds.

*The following is changed on the original instrument
Received of B. W. Hammer and Henry Hagenbuch the
with named mortgage the sum of Six Hundred and no dollars
in full satisfaction of the within mortgage Mrs. H. S. Surr
by Mrs. Alma Haffine*

*Recorded April 5 1910
Floyd & Lawrence
Register of Deeds*

For release see book 89, page 107.

For assignment see Chk 39, page 583.

between
first part, and
second part:
of the sum of
DOLLARS,
part of
of, situated in
Block
editaments and
parties
the second part,
189
Bank of
State
if paid
to heirs
according to the
main in full force
the same is due,
ises or any part
interest thereon,
the possession of
her hand S.
before me the
aforesaid, came
the within instru-
ment of the same
official
Notary Public
1890
Register of Deeds