

This Indenture, Made this 29th day of September in the year of our Lord one thousand eight hundred and ninety six between Mrs Pauline Durst, Widow of Eudora in the County of Douglas and State of Kansas of the first part, and John Hagenbuch and Mary Hagenbuch of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party 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 number one (1) seven (7) nine (9) eleven (11) thirteen (13) fifteen (15) sixteen (16) and seventeen (17) in Block One Hundred and Forty Eight (148) in the City of Eudora

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mrs Pauline Durst

do 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 except a Mortgage of \$700 given to Mrs Rhoda Suller, which party of the first part agrees to discharge by payment.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Mrs Pauline Durst to the said party of the second part: One note of \$700 due March 1st 1897 and one for \$700 due March 1st 1898 with interest at the rate of eight per cent per annum from date until paid

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 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 party 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 party making such sale on demand to the said Mrs Pauline Durst her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Pauline Durst (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 29th day of September, A. D. 1896, before me, C. F. Richards, a Notary Public in and for said County and State, came Mrs Pauline Durst

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 29/1898 C. F. Richards Notary Public.
Recorded Oct 2 A. D. 1896, at 3³⁰ o'clock A. M.

James Brooks
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 lien thereby created discharged
as witnessed by my hand this 20th day of March A.D. 1898*

*John Hagenbuch
Mary Hagenbuch
Wm. J. Dornell
J. D. Dornell*

Recorded April 2nd 1898