

This Indenture, Made this 23rd day of January in the year of our Lord one thousand eight hundred and ninety seven between John N. Maul and Elizabeth his wife of Endora in the County of Douglas and State of Kansas of the first part, and Reinhard Maul of Kansas City, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred 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 one, 1, Two, 2, Three, 3, Four, 4, Five, 5, Seven, 7, Eight, 8, Nine, 9, Eleven, 11, twelve, 12, Thirteen, 13, Fourteen, 14, Fifteen, 15, Sixteen, 16, Seventeen, 17, Eighteen, 18, Nineteen, 19, and Twenty, 20, in Block No. Two Hundred & Twenty, 220, in the City of Endora

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John N. Maul and wife 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 Seven Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said John N. Maul and wife 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 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 John N. Maul and wife, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 23rd day of January, in the year of our Lord Eighteen hundred and ninety seven

Signed and delivered in presence of

Chas Pilla

John N. Maul

Elizabeth Maul

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 23rd day of January, A. D. 1897, before me, Chas Pilla, a Notary Public in and for said County and State, came John N. Maul and Elizabeth, 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 January 11, 1899

Recorded Jan 27 A. D. 1897, at 8³⁰ o'clock A. M.

Chas Pilla

Notary Public.

James Brooks

Register of Deeds.

Released see Book 33, Page 288

(L.S.)