

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12 day of May in the year of our Lord one thousand eight hundred and ninety seven between William Trifz - widower of Eudora in the County of Douglas and State of Kansas of the first part, and N. A. Oberholtzer of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him 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 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: The North Nineteen (19) feet of Lot 6 and Lots number fourteen (14) and fifteen (15) Block One hundred and forty five (145) in the City of Eudora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William Trifz widower do hereby covenant and agree that at the delivery hereof he 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 Two Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said William Trifz 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 William Trifz heirs and assigns.

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

Signed and delivered in presence of

Wm. Trifz (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.



Be it Remembered, That on this 12 day of May, A. D. 1897, before me, O. G. Richards, a Notary Public in and for said County and State, came William Trifz widower

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 March 10 1901 O. G. Richards Notary Public.
Recorded May 15 A. D. 1897, at 140 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein referred to having been paid in full
this mortgage is hereby released and the lien thereby
created discharged. At witness my hand this 8th
day of June A. D. 1900. N. A. Oberholtzer

Recorded June 11, 1900
Hugh A. Lawrence
Register of Deeds.

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