

This Indenture, Made this 8th day of March in the year of our Lord one thousand eight hundred and ninety Eight between G. Hornberger and his wife Anna Hornberger of Willow Springs in the County of Douglas and State of Kansas of the first part, and Mary L. Lewis of the second part.

Witnesseth, That the said part of of the first part in consideration of the sum of Two 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 part of of the second part her 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 East half of section number thirty (30) in Township fourteen (14) of Range kinden (19)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said G. Hornberger do es hereby covenant and agree that at the delivery hereof he is the lawful owner of 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 Dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said G. Hornberger and Anna Hornberger to the said part of 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 part of 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 part of 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 part of making such sale on demand to the said G. Hornberger his heirs and assigns.

In Witness Whereof, The said part is 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

G. Hornberger (SEAL.)
Anna Hornberger (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 8th day of March, A. D. 1898, before me, W. E. Hazen, a Notary Public in and for said County and State, came G. Hornberger and Anna Hornberger his wife to me personally known to be the same person 3 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 March 10th A. D. 1898, at 3 o'clock M.

W. E. Hazen
Notary Public.
W. E. Hazen
Register of Deeds.

The foregoing was indorsed 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 Witness my hand, this 1st day of November A.D. 1898.

Mary L. Lewis

Recorded November 12. 1898

G. L. Cayman
Register of Deeds
By J. C. Fisher