

This Indenture, Made this 16th day of March in the year of our Lord one thousand eight hundred and ninety Eight between George Hordl and Caroline his wife of Lexington in the County of Johnson and State of Kansas of the first part, and Christian Thoren of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fourteen 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 part 2^d of the second part his heirs and assigns forever, all that tract or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North West quarter of the South West quarter of Section Fourteen "14" Township Thirteen 13 Range Twenty one 21 40 acres also the North 30 acres of the S.E. 1/4 of N.W. 1/4 (N. of Captain Creek) in Sec. 14, Town 13, Range 21 also that tract or parcel of land situated in Douglas County Kansas and described as follows: Commencing at the S.E. corner of the N.E. 1/4 of section 18, Town 13, Range 21, thence North 31 1/2° West 14 1/2° chains thence N. 31 1/2° West 5° chains thence N. 40 1/2° East 3° chains thence N. 60° East 2 1/2° chains thence East on 1/4 section line 11 1/4° chains to section line thence South on section line 80 rods to place of beginning containing 11 acres more or less with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George Hordl and wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Fourteen Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said George Hordl and wife to the said part 2^d of the second part: Which the following is a copy of 1400⁰⁰ Budora Mo. Feb. 16 1898, four years after date its promise to pay to the order of Christian Thoren Fourteen Hundred Dollars with 7% int payable annually. Geo. Hordl, Caroline Hordl 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 2^d 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 part 2^d 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 part 2^d making such sale on demand to the said George Hordl and wife their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

George Hordl (SEAL.)
Caroline Hordl (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 16th day of March, A. D. 1898, before me, Chas. Pilla a Notary Public in and for said County and State, came George Hordl and Caroline his wife to me personally known to be the same person s 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 Jan'y 16th 1899 Chas. Pilla Notary Public.
Recorded May 2^d A. D. 1898, at 1³⁰ o'clock P.M.

W. H. Adman
Register of Deeds.

The following is Enclosed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is charged
As witness my hand this 12th day of May A.D. 1900.
Chas. Pilla, Notary
of State of Christian Thoren, decd.

Recorded Dec 12th 1900.
A. W. Armstrong,
Register of Deeds.