

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11 day of May in the year of our Lord one thousand eight hundred and ninety nine between Daniel H. Gellers and Elia Gellers his wife of the City of LeCompton in the County of Douglas and State of Kansas of the first part, and W. F. Foster of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of One hundred and sixty five 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 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: Lot number eight (8), nine (9), Ten (10), Eleven (11), Twelve (12), Twenty Three (23), Twenty four (24), Twenty five (25) and Twenty six (26) in block number eighteen (18) in the City of LeCompton according to the plat thereof;

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 One hundred and sixty five dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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 party of the second part 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 Parties of the first part, their heirs and assigns. Privilege reserved to pay 100% of any multiple thereof on account of Principal money at time of last interest payment.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written, sealed  
Signed and delivered in presence of

Daniel Gellers (SEAL.)  
Elia Gellers (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 11 day of May, A. D. 1899, before me, Hugh Blair a Notary Public in and for said county and State, came Daniel Gellers & Elia Gellers, 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 28<sup>th</sup> Decr. 1901 Hugh Blair Notary Public.  
Recorded May 24 A. D. 1899, at 8<sup>45</sup> o'clock A.M.

W. F. Foster  
Register of Deeds.

*The following is endorsed on the original instrument -*  
Received of Mrs Elia Gellers one of the within named mortgagors the sum of one hundred & sixty five Dollars, in full satisfaction of the within mortgage.  
W. F. Foster  
By Willie B. Sorrenson, Deputy.  
Recorded - May - 19<sup>th</sup> 1901 -  
By B. Sorrenson, Deputy,

