

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13 day of December in the year of our Lord one thousand eight hundred and ninety nine between Fred Loreng

of Endora in the County of Douglas and State of Kansas of the first part, and August Giesmer of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, ha ve sold and by these presents do es 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 east 5 and one half acres (5 1/2) of the west eleven and one half acres (11 1/2) of lot No. 3, Sec. 3, Twp. 13 S., Range 11 E., commencing at a point on the Kansas River 4 rods east of the east line of Endora Township and running south 20 rods thence east 40 rods thence north 20 rods and thence west 40 rods to point of beginning situated in the county of Douglas State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Fred Loreng

do es 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 Dollars

according to the terms of One certain Promissory note this day executed and delivered by the said Fred Loreng to the said party of the second part:

Endora Dec. 13, 1899. On or before 2 years after date of promise to pay to the order of August Giesmer, two hundred dollars at his home in Endora, with interest at the rate of 6%. Due Dec. 13, 1901.

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 heirs, 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 heirs, 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part Fred Loreng or his 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

Rev. Blump 258

Fred Loreng

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 13 day of Dec. A. D. 1899, before me,

Harry Abels, a Notary Public in and for said county and State, came Fred Loreng

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 Oct 4 - 1903

Harry Abels

Notary Public.

Recorded December 30 A. D. 1899, at 10 o'clock A. M.

W. S. Doorman

Register of Deeds.

The following is endorsed on the original instrument: The note therein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 21 day of Nov. - A.D. 1901. August Giesmer

Recorded Nov. 21-1901-

G. A. Schumann

Register of Deeds

By Willie B. Schumann Deputy

