

This Indenture, Made this 23rd day of January in the year of our Lord one thousand eight hundred and ninety nine hundred between D. Herschel, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Helmut G. Allen of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One 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 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: The east half of the north west quarter of section No. Twelve (12) and the south west quarter of the northeast quarter of Section No. Twelve (12), all in Township No. Twelve (12) South of Range No. Eleven (11) East of the sixth principal meridian, containing one hundred and twenty (120) acres more or less, subject to a mortgage of \$1100. Dated Feb. 24, 1889, duly recorded in office of Register of Deeds in B. & S. 15 page 437. Grantors state that the property hereby mortgaged is not their homestead.

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 except as above noted and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred 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: And in five years from date, with interest from date to maturity as evidenced by coupons attached hereto, and until after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff sold to all the described property, together with possession thereof, 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 her executors, administrators and 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.

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

Signed and delivered in presence of

D. H. Hiesler to C. H.
Emma Dickerson
STATE OF KANSAS,
County of Douglas } SS.

G. F. Herschel (SEAL.)
Electa S. Herschel (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 23rd day of January, A. D. 1890, before me, Joseph G. Riggs, a Notary Public in and for said county and State, came G. F. Herschel also known as Edward J. Herschel 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 29th 1901.

Recorded A. D. 18 at 0:43 M.

Joseph G. Riggs
Notary Public.

State of Michigan } S.S.
County of Washtenaw }
Be it remembered, that on this 31st day of January A. D. 1900, before me, a Notary Public in and for said County, and State came Electa S. Herschel, wife of Edward J. Herschel 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 subscribed my name and affixed my official seal on the day and year last above written.
Daniel H. Hiesler
Notary Public.
My commission expires February 12th, A. D. 1900, at 4:20 o'clock, P. M.
W. D. Dorman
Register of Deeds