

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between Anna B. Burgtorf and August E. Burgtorf, wife and husband of the first part, and C. W. Pearson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty 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 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 South half of the south east quarter of section thirty six (36) in Township Twelve (12) of Range eighteen (18) in said Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 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 subject to a prior mortgage of about one thousand dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eighty dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: which said note matures ten months from date hereof and bears interest from date at 8% per annum.

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 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 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 part making such sale on demand to the said parties of the first part heirs and assigns.

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

Sealed
Signed and delivered in presence of

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 24th day of March, A. D. 1890, before me, H. C. Spangler, a Notary Public in and for said county and State, came August E. Burgtorf and Anna B. Burgtorf husband & 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 Oct 5th 1902 H. C. Spangler Notary Public.
Recorded March 30 A. D. 1890, at 4⁴⁰ o'clock P. M.

L. J. Maxman
Register of Deeds.

(For Release See Book "41" Page "387")