

This Indenture made this Fourth day of August in the year of our Lord one thousand eight hundred and eighty two between Frederick W Apitz and Mary E Apitz his wife of in the County of Douglas and State of Kansas of the first part and Crippen Lawrence & Co of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred fifty 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 parties of the second part their 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 South East quarter and the South West quarter of Section Twenty three (23) and the North half of the North West quarter of Section Twenty six (26) all in Township Fourteen (14) of Range Seventeen (17) East containing four hundred acres more or less and the North part of Lot Fifty eight 58, Massachusetts Street according to recorded plat of said city subject to a prior mortgage to Crippen Lawrence and Co. for Thirty five hundred dollars, with the appurtenances and all the estate title and interest of the said parties of the first part there and the said parties of the first part do hereby covenant agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance forever free and clear of all circumstances except as hereinbefore stated.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred fifty 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 Crippen Lawrence & Co. payable at Salina Kansas as follows:

Seventy dollars on the Fourth day of August 1883.

Seventy dollars on the Fourth day of August 1884.

Seventy dollars on the Fourth day of August 1885.

Seventy dollars on the Fourth day of August 1886.

Seventy dollars on the Fourth day of August 1887.

with the interest thereon according to said promissory note to the said parties of the second part And this conveyance shall be void if such payment be made as is herein specified And the parties of the first part agree to pay all taxes assessed on said premises before any penalties costs or interests shall be

The following is inserted on the original and is omitted from the copy  
The within described note is paid and this Mortgage is hereby released this 28 day of Sept. 1885.

Wright Lawrence & Co.

Recorded September 29 1885 at 11<sup>th</sup> O'clock A.M.  
At the County Clerk's Office