

This Indenture, Made this 22^d day of May in the year of our Lord one thousand eight hundred and eighty Eight between W^m Schummerer & Co Susan Schummerer his wife of Lawrence in the county of Douglas and State of Kansas of the first part, and May Richardson of the second part.

Witnesseth That the said party of the first part, in consideration of the sum of Four Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth 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 and State of Kansas, described as follows, to wit:

To lot 11 Kentucky St Lawrence Ks. with 10 Room house Out Buildings thereon with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said W^m Schummerer & Susan Schummerer his wife do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrances, Except a Mortgage of six hundred Dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said W^m Schummerer & Susan Schummerer his wife to the said party of the second part, and this conveyance shall be void if such payment 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 thereon, then this conveyance shall become absolute, the whole shall become due and payable, and it shall be lawful for 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, appraisal hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns; and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said W^m Schummerer & Susan Schummerer their heirs and assigns.

In witness whereof The said parties of the first part have hereunto set their hands and seals the day and year

This Indenture is made and sealed in presence of
John Schummerer his wife and son
Dec 26 1888

Recorded December 26 1888