

The following is endorsed on the original instrument
In consideration of full pay-
ment of the within mortgage
I hereby release the same this
23rd day of Sept. 1877.

Recorded Oct. 21st 1877
J. C. Schwartz

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 situate in the County of Douglas, State of Kansas, described as follows, to wit: South half (1/2) of the South West fourth (1/4) of Section Twenty Eight (28) Township Fourteen (14) of Range Eighteen (18) with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred Dollars, according to the terms of one certain Promissory Note dated Oct. 10th 1875 drawn in favor of J. C. Schwartz for Fourteen hundred Dollars in five year time and signed by Nickless Schalbar and Mary Schalbar his wife.

And this conveyance shall be void if such payments be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, and it shall be lawful for 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, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and 5 percent on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the overplus, if any there be, shall be paid by the party making such sale, to the said Nickless Schalbar and Mary Schalbar their heirs or assigns. And for the said consideration the said parties of the first part hereby waive appraisement of said real estate.

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

John Ena
State of Kansas,
County of Douglas, } ss.

Nickless Schalbar
Mary Schalbar

Be it Remembered, That on this Tenth day of October 1877 before me, a Justice of the Peace in and for said County and State came Nickless Schalbar and Mary Schalbar his 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 subscribed my name and

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged.