

This Indenture, Made this 11 day of October in the year of our Lord one thousand eight hundred and eighty Eight between Ludwig Schulz & Sophia Schulz his wife of Wooden in the County of Douglas and State of Kansas of the first part, and Christian Schulz of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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 part 2d 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:

The West half of the South West Quarter of Section No. 26, in Township No. 15 North, Range No. 10 West, East of the 6th P.M. Mer. Except 1 acre school lot in S.W. Corner thereof, and containing 77 acres

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Grantors do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except a Mortgage of \$900 to Duke dated Sept. 13, 1881.

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

Eight hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Ludwig Schulz & Sophia Schulz to the said part 2d of the second part: Capital June 1, 1890 interest at 6% per annum, payable August 1st each year

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 part 2d 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 2d of the second part his 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 of making such sales, and the overplus, if any there be, shall be paid by the part 2d making such sale on demand to the said Ludwig Schulz heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

S. L. Steele

Ludwig Schulz (SEAL.)

Sophia Schulz (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 11 day of October A. D. 1888, before me, S. L. Steele, a Notary Public in and for said County and State, came Ludwig Schulz & Sophia Schulz his wife to me, personally known to be the same person s, 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 June 17 1890.

S. L. Steele

Notary Public.

Recorded - Oct 11th A. D. 1888, at 4¹⁵ o'clock P. M.

James Brooks
Register of Deeds.

The foregoing instrument is on the original instrument. The condition of the within Mortgage having been complied with, the same shall be returned to the grantors. Mrs. M. E. Matthews
 Recorded Jan. 15, 1891 at 10¹⁵ o'clock A. M. James Brooks Register of Deeds
 By A. H. Garrison Deputy