

This Indenture, Made this 25th day of March in the year of our Lord one thousand eight hundred and eighty five between Frederick Schwarz and Elizabeth Schwarz his wife of Willard, Mo. in the County of Douglas and State of Kansas of the first part, and Francis Probacker of Agricultural Bank of Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand 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: the North West quarter of Section No thirty three (33) of Township No fourteen (14) of Range No nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frederick Schwarz and Elizabeth Schwarz his wife do hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand dollars (\$2000)

according to the terms of four certain Notes this day executed and delivered by the said Frederick Schwarz and Elizabeth Schwarz his wife to the said party of the second part:

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 party 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 party making such sale on demand to the said parties of the first part or 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 first above written.

Signed and delivered in presence of

W. C. Price

Frederick Schwarz (SEAL.)
Elizabeth Schwarz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25th day of March, A. D. 1885, before me, a Justice of the Peace, a Notary Public in and for, said County and State, came Frederick Schwarz and Elizabeth Schwarz 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 18 W. C. Price

Recorded July 19 A. D. 1889, at 5 o'clock A. M. Justice of the Peace

James Brooks
Register of Deeds.

The following is index on the original instrument
It is characterized of full payment of the action and to be
I hereby release the same this 25 day of February 1893
Recorded March 5, 1893 Francis Probacker

Register of Deeds

The following is index on the original instrument
Records June 1, 1904. The Note herein described having been paid in full this mortgage
is hereby released, and the lien thereby created is hereby
negated. This is 23 day of May, A. D. 1904. Elizabeth C. Brooks
(Assigned see Book 3 Page 114 Two)