

This Indenture, Made this twenty fifth day of October in the year of our Lord one thousand eight hundred and eighty nine between August J. Schulz and Ollie Schulz his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John M. Adler of New York City, N.Y. of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Four hundred and twenty five 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 us of the second part us 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: Lot number four in block number twelve in Kansas Place on the east side of Alabama Street between Winthrop and Perry Streets in the City of Lawrence according to the survey plat and map of said Kansas Place on file in the office of Register of Deeds of said County

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said August J. Schulz do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Four hundred and twenty five dollars three years from the date hereof with interest payable semi-annually at eight per cent per annum, according to the terms of one certain coupon note this day executed and delivered by the said August J. Schulz to the said part y 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 part y of the second part us 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 y of the second part us 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 heirs and assigns.

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

Signed and delivered in presence of

August J. Schulz (SEAL.)
Ollie Schulz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this twenty fifth day of October, A. D. 1889, before me, Charles Chadwick, a Notary Public in and for said County and State, came August J. Schulz and Ollie Schulz his wife who are known to be the same persons 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 Sept 6 1891.

Recorded Oct 26 A. D. 1889, at 7 o'clock P-M. Douglas County

James Brooke Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 11th day of June 1892.

Attest: John B. Adams, Deputy Register of Deeds.

(Assignee's Book 31 Page 330)

This following instrument is on original instrument in consideration of full payment of the within mortgage I hereby release the same this 11th day of June 1892. John B. Adams Deputy Register of Deeds.