

MORTGAGE RECORD

P. M. Felt, Print Book Manufacturer, Lawrence, Kas.

This Indenture, Made this Twenty fourth day of December in the year of our Lord one thousand eight hundred and eighty nine between hus and wife Henry Sampschroeder and Wilhelmine Sampschroeder of Douglas in the County of Douglas and State of Kansas of the first part, and William Henry of Douglas Co Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and Fifty 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 East quarter of Section No One (1) in Township No Thirteen (13) South of Range No Seventeen (17) East containing One hundred and fifty (150) acres and the East Forty eight (48) acres of the North Twenty (20) acres of the South west quarter of Section No Thirty one (31) in Township No Twelve (12) South of Range No Eighteen (18) East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first Part 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 free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Fifty Dollars

according to the terms of the certain Parties of the first Part this day executed and delivered by the said Parties of the first Part 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 Henry Sampschroeder or his heirs and assigns.

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

Signed and delivered in presence of

Henry Sampschroeder (SEAL.)

Wilhelmine Sampschroeder (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24 day of December, A. D. 1889, before me,

Henry Sampschroeder and Wilhelmine Sampschroeder 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 April 25 1891.

John M. Newlin

Notary Public.

Recorded Dec 24 A. D. 1889, at 4 o'clock P. M.

James Brooks

Reg. U.S. of Deeds

The mortgage herein recorded has been paid in full and the mortgage debt released and the fees thereon credit. Signed and sworn to before me this 11th day of February A. D. 1890.

James Brooks

