

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of February in the year of our Lord one thousand eight hundred and ninety one, between Ann A. Schneider and E. H. Schneider her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Theodore Boehler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of fourteen 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 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: lots numbered Eighty one (81) and Eighty three (83) on Ohio Street in the City of Lawrence, Douglas County, Kansas

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, at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of fourteen hundred (\$1400) Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable on or before one year from date with interest thereon at the rate of eight percent per annum from date until paid, interest to cease upon any payment made within one 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 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 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 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

Ann A. Schneider (SEAL.)
E. H. Schneider (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 2nd day of February, A. D. 1891, before me R. A. Horton, a Notary Public in and for said County and State, came Ann A. Schneider and E. H. Schneider her husband to me personally 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 April 9 - 1893 R. A. Horton Notary Public,
 Recorded Feb - 3 A. D. 1891, at 9 o'clock AM in and for Douglas County, Kansas

James Brooble Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 12th day of January 1892

Theodore Boehler

James Brooble Register of Deeds