

This Indenture, Made this 11th day of September in the year of our Lord one thousand eight hundred and ninety between Harriet A. Ellis and J. A. Ellis her husband of Douglas in the County of Douglas and State of Kansas of the first part, and Ernest Wootsch, of Milwaukee, Wisconsin, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: Beginning at a point 19 chains and 20 links South of the Northwest corner of the North West quarter of Section No. Thirty six (36) in Town No. Twelve (12) South, of Range No. Tenth (10) East of the 6th P.M., running thence South 150 feet, thence East 212 feet, thence North 150 feet, thence West 212 feet to the place of beginning, containing One (1) acre of land, more or less.

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 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party his heirs and assigns forever, against all persons lawfully claiming the same.

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

Three Hundred Dollars according to the terms of three certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part for the sum of One Hundred Dollars each due respectively in one, two and three years from date, with interest from date to maturity at the rate of eight per cent per annum, and interest after maturity at the rate of ten per cent per annum, until paid 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 last above written.

Signed and delivered in presence of

Harriet Angeline Ellis (SEAL)
J. A. Ellis (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 12th day of September, A. D. 1892, before me August L. Delig, a Notary Public in and for said County and State, came Harriet A. Ellis and J. A. Ellis 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 Nov 10 1890 August L. Delig Notary Public
Recorded Feb 11 A. D. 1891, at 3 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on original instrument
The Note herein described having been paid in full, this mortgage is hereby
released, and the lien thereby created is discharged.
As Witness my hand, this 13th day of September, 1892.
Ernest Wootsch
Attest:
Recorded Sept 13, 1892 at 3³⁵ o'clock P.M. James Brooks Register of Deeds
McCormick Deputy

The following is endorsed on the original instrument