

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14 day of April in the year of our Lord one thousand eight hundred and ninety one between Henrietta Schantz and Frank Schantz her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and C. Behringer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five DOLLARS, to him 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: Lot Nos Six (6) and Seven (7) Alabama Street

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henrietta Schantz and Frank Schantz do hereby covenant and agree, at the delivery hereof, they are 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 Except a Mortgage of Fifty dollars

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five dollars according to the terms of A certain Promissory Note this day executed and delivered by the said Henrietta Schantz and Frank Schantz 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 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 Henrietta Schantz & Frank Schantz their heirs and assigns.

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

Signed and delivered in presence of

Emerson L. Kufner (SEAL.)
Emory T. Kufner (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14 day of April, A. D. 1891, before me John Charlton, a Notary Public, in and for said County and State, came Henrietta Schantz & Frank Schantz 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 Aug 22 1892
Recorded April 14 A. D. 1891, at 11 o'clock A. M.

John Charlton
James Brooks Register of Deeds

Following is endorsed on the original instrument:
Received of Henrietta Schantz and Frank Schantz the sum of Twenty-five Dollars in full satisfaction of a certain Mortgage April 20th 1891

Witnessed April 20th 1891
James Brooks