

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety one between Ludwig Schulz and Sophia Schulz his wife of Worship in the County of Douglas and State of Kansas of the first part, and Frank Boerseman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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: The West half of the South West Quarter of Section No. 16, Township No. 15, Range No. 19, East of the 4<sup>th</sup> P.M. Kansas except one acre school lot in W. corner 79 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Ludwig Schulz and Sophia Schulz his wife do hereby covenant and agree, <sup>that</sup> 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

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part: payable in five years interest at 8% per annum payable annually

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 Ludwig Schulz 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

J. T. Steele witness

Ludwig Schulz (SEAL.)  
Sophia Schulz (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 31 day of October, A. D. 1891, before me, a Notary Public in and for said County and State, came Ludwig Schulz and Sophia Schulz 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 June 18 1894 J. T. Steele Notary Public.  
 Recorded Nov 2 A. D. 1891, at 10 o'clock P - M.

James Brooks Register of Deeds