

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of February in the year of our Lord one thousand eight hundred and ninety-two between Rwin Schellack and Rosanna his wife of Cudora in the County of Douglas and State of Kansas of the first part, and Peter Nies Sr. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven 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: lots one, three, four, five, six, twelve, fifteen, sixteen, seventeen, eighteen, nineteen and twenty in Block Forty-four, also lots one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty in Block Seventy-three, in the City of Cudora County of Douglas State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Rwin Schellack and wife do hereby covenant and agree, that 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 Seven hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Rwin Schellack and Rosanna his wife 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 Rwin Schellack and Rosanna his wife 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, this first day of February, in the year of our Lord eighteen hundred and ninety-two. (SEAL.)

Signed and delivered in presence of

Chas Pilla

Rwin Schellack

Rosanna Schellack

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of Feb, A. D. 1892, before me Chas Pilla, a Notary Public in and for said County and State, came Rwin Schellack and Rosanna his wife 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 Jan'y - 17th 1895

Chas Pilla

Notary Public.

Recorded April - 27 A. D. 1892, at 8³⁰ o'clock A. M.

James Brooks

Register of Deeds

The following is recorded on the original instrument
The debt secured by the within Mortgage having been fully paid and
satisfied. I hereby authorize the Recorder of Douglas County to
cancel same off record. Cudora Mo. 11/23/93
Peter Nies Sr

Recorded December 18th 1893
James Brooks
Register of Deeds

