

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety one, between William Schoepflin and Salome Schoepflin his wife of Marion Township in the County of Douglas and State of Kansas, of the first part and John M. Adler of New York City New York of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand 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 North East Quarter of Section No Twelve (12); The North Sixty (60) acres of the South East quarter of Section No Twelve (12); and the West half of the East half of the North West Quarter of Section No Thirteen (13) all being in Township No Fifteen (15) South of Range No Eighteen (18) East of the 6th P.M. and containing in all two hundred and sixty acres of land.

The right is reserved of paying five hundred dollars on principal, or any multiple thereof at any interest paying period after three years, by giving thirty days notice of paying thirty days extra interest on the amount of such payment, with 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 to a good and indefeasible state of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of three thousand Dollars, due and payable in five years from date thereof, with interest thereon from date at 7¹/₂ percent per annum, according to the terms of one certain promissory note this day executed and delivered by said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the building erected and to be erected on said premises insured in favor of the second party or his assigns in the sum of Five hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon and as well effect such insurance at the expense of said first parties and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage on said above described premises, and shall bear interest at the rate of ten percent