

**This Indenture**, Made this 24<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety three between Gustave Rosenau and Marie his wife of Endora in the County of Douglas and State of Kans of the first part, and Henry Sefmann of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five 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 South East quarter of the North west quarter of Section twenty 20 Township thirteen 13 Range twenty one 21 40 acres 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 Gustave Rosenau wife 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 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 Five Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Gustave Rosenau and 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 the 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 Gustave Rosenau and wife 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. 24<sup>th</sup> day of January, in the year of our Lord one thousand eight hundred and ninety three. (SEAL.)  
Signed and delivered in presence of Gustave Rosenau (SEAL.)  
Marie Rosenau (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 24<sup>th</sup> day of January, A. D. 1893, before me Chas. Pilla a Notary Public in and for said County and State, came Gustave Rosenau and Marie 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 January 17<sup>th</sup> 1895 Chas. Pilla Notary Public.  
Recorded Jan 25 A. D. 1893, at 9 o'clock M.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument:  
This debt secured by the within mortgage having been fully paid and satisfied  
I hereby authorize the Board of Douglas County to discharge the same of record.  
H. Sefmann  
Customs Clerk April 5<sup>th</sup> 1893.

Attest: Chas. Pilla  
Notary Public  
Recorded April 6<sup>th</sup> 1893.

