

This Indenture, Made this 28 day of December in the year of our Lord one thousand eight hundred and ninety two between Christian Y. Schwarz and Wife Sophia Schwarz of Yellow Springs in the County of Douglas and State of Kansas of the first part, and Charles Schwarz of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said parties 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 North West quarter of Section Twenty nine (29) Township 14 N. fourteenth South of range 14 E. East of the 6th principal meridian containing 180 1/2 Acres of land 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 parties hereby covenant and agree that at the delivery hereof C. Y. Schwarz the lawful owner—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 Eleven hundred and fifty dollars according to the terms of his certain Notes this day executed and delivered by the said C. Y. Schwarz to the said parties of the second part: Charles Schwarz

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 parties 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 parties 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 parties making such sale on demand to the said C. Y. Schwarz heirs and assigns.

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

Signed and delivered in presence of

Dorral Booher
Justice of the Peace for
Yellow Springs
STATE OF KANSAS,
County of Douglas } ss.

Christian Y. Schwarz (SEAL.)
Sophia Schwarz (SEAL.)
Geo. H. House Witness (SEAL.)

Be it Remembered, That on this 28 day of December, A. D. 1892, before me a Justice of the Peace Notary Public in and for said County and State, came Christian Y. Schwarz and his wife Sophia Schwarz 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 18
Recorded March 11 A. D. 1893, at 10 o'clock P. M. Dorral Booher Justice of the Peace
James Brooks Register of Deeds.

*The following is indorsed on the original instrument—
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand, this 21 day of Jan. A.D. 1907
Charles Schwarz.*

Recorded Jan. 21st 1907—
by G. T. Sopman,
Register of Deeds,
Yellow Springs,
Douglas Co., Kansas.