

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of February in the year of our Lord one thousand eight hundred and ninety three between Joseph Schopper and Mary Schopper his wife of Euclid in the County of Douglas and State of Kansas of the first part, and Lizzie A. Robinson and Emma Kunkel of the second part,

Witnesseth, That the said parties 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 their 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 (1/4) of the South East Quarter (1/4) of Section Sixteen (16) Township Thirteen (13) Range Twenty One (21) County and 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 Joseph Schopper and Mary Schopper his wife do hereby covenant and agree that at the delivery hereof 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 a certain Promissory Note this day executed and delivered by the said Joseph Schopper and Mary Schopper to the said parties of the second part: Lizzie Robinson and Emma Kunkel

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 their 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 their 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 of the second part making such sale on demand to the said Joseph Schopper and Mary Schopper 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.

Signed and delivered in presence of

Joseph Schopper (SEAL.)
Mary Schopper (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 9th day of February, A. D. 1893, before me O. Y. Richards, a Notary Public in and for said County and State, came Joseph Schopper and Mary Schopper 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 May 26 1893. O. Y. Richards Notary Public.
Recorded March 16 A. D. 1893, at 9 o'clock P. M.

James Brooks Register of Deeds

The foregoing is entered on original instrument
The Notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
A. Witness my hand, this 5th day of February 1895.
Lizzie Robinson
Emma Kunkel

Recorded Feb 7 1895 at 10:15 o'clock A.M. James Brooks Register of Deeds

This mortgage is covered by the mortgage herein recorded