

The following is endorsed on the original instrument
Received Payment in full
George Hagenbuch

June 1st 1896
Recorded June 5th 1896
James Brooks
Register of Deeds

This Indenture, Made this 18th day of April in the year of our Lord one thousand eight hundred and ninety three between Stephen Scherer and Elisabeth his wife of Eudora in the County of Douglas and State of Kansas of the first part, and George Hagenbuch of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of ten 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 Section Seven Township Fourteen Range Twenty one 21.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Stephen Scherer and 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 ten hundred Dollars according to the terms of three certain Notes this day executed and delivered by the said Stephen Scherer 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 Stephen Scherer and Elisabeth 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 18th day of April in the year of our Lord nineteen hundred and ninety three.
Signed and delivered in presence of Stephen Scherer (SEAL)
Elisabeth Scherer (SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18th day of April, A. D. 1893, before me Chas. Pilla a Notary Public in and for said County and State, came Stephen Scherer and Elisabeth 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 July 17th 1895 Chas. Pilla Notary Public
Recorded May 9 A. D. 1893, at 11 o'clock A. M.
James Brooks Register of Deeds

The following is endorsed on the original instrument