

QUINAL CO., LAWRENCE, KAN.

This Indenture, Made this 15th day of August in the year of our Lord one thousand eight hundred and ninety three between Henry L. Schamm and Liebe D. Schamm his wife of Laurance in the County of Douglas and State of Kansas of the first part, and James Keel of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One 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 West Twenty two and one third (22 1/3) feet of the East Ninety two feet of Lot number Forty five (45) New Hampshire Street in the City of Laurance

with all the appurtenances, and all the estate, title and interest of the said party 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 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 One thousand Dollars according to the terms of One certain promissory note this day executed and delivered by the said Henry L. and Liebe D. Schamm to the said party of the second part: Payable three (3) years from date at the Douglas County Bank Laurance Kan. with interest at the rate of eight percent per annum payable semi-annually 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 Henry L. Schamm 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

Henry L. Schamm (SEAL.)
Liebe D. Schamm (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County ss.

Be it Remembered, That on this 15th day of August, A. D. 1893, before me Alfred Hutmam, a Notary Public in and for said County and State, came Henry L. Schamm

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 Jan'y - 17 - 1895

Alfred Hutmam
Notary Public.

State of Massachusetts County of Middlesex
Be it Remembered, that on this 29th day of August A. D. 1893, before me the undersigned a Notary Public in and for the County and State aforesaid came Liebe D. Schamm who is personally known to me to be the same person who executed the foregoing instrument of selling and duly acknowledged the execution of the same.
In Witness Whereof, I have hereunto set my hand and affixed my seal on the day and year last above written.
Recorded August 29th 1893 at 3 o'clock P.M.
Charles H. Threlkeld
Notary Public, Term of office Oct 7, 1895.

The following is indorsed on the original instrument
Received of heirs of Henry L. Schamm, the within named Mortgagee the sum of One thousand and no Dollars, in full satisfaction of the within mortgage.
Jas. Keel
Recorded August 4th 1899
Y. D. Johnson
Register of Deeds
By H. C. Fisher Deputy