

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fourteenth day of June in the year of our Lord one thousand eight hundred and ninety three between Alvin Schellack and Rosana Schellack his wife of now residing in the County of Ford and State of Kansas of the first part, and William Stenbernd of Douglas County Kansas of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Fourteen 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 North half of the South West quarter, and the West half of the South East quarter of Section No Eighteen (18) and the North West quarter of the North East quarter of Section No Nineteen (19) all in Township No Thirteen (13) of Range No Twenty one (21) in said Douglas County Kansas and containing in all Two hundred 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 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 Fourteen Hundred dollars according to the terms of one certain promissory note conform this day executed and delivered by the said parties of the first part to the said party of the second part: due in three years after date bearing interest payable annually at 7% per cent per annum, all payable at the Lawrence National Bank Lawrence Kansas, appraisement waived or not at option of the holder of note 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 parties of the first part their heirs and assigns.

**In Witness Whereof,** The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Alvin Schellack (SEAL.)  
Rosana Schellack (SEAL.)

STATE OF KANSAS, } SS.  
County of Ford

Be it Remembered, That on this 6<sup>th</sup> day of September, A. D. 1893, before me a Notary Public in and for said County and State, came Alvin Schellack and Rosana Schellack 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 Jan 16 1894Recorded Sept 11 A. D. 1893, at 9 o'clock - M.

Notary Public.

Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 23<sup>rd</sup> day of August 1895.  
William Stenbernd  
Attest: W. Stenbernd Deputy Register of Deeds