

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety three between John Schmit and Caroline Schmit his wife of Lapeer in the County of Douglas and State of Kansas of the first part, and Joseph Maichel of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Two 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 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: Beginning at the North east corner of Section Thirty (30) in Township Fourteen (14) of Range Eighteen (18) Thence West thirty two rods (32) Thence South Ten rods (10) Thence East Thirty two (32) rods Thence North ten rods (10) to place of beginning containing two acres of land. Granters herein reserve the right to pay Twenty Five Dollars or more on the principal of the note hereby secured at any time or different time but not less than said sum

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said John Schmit and Caroline Schmit 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 Two Hundred and Fifty Dollars and interest thereon according to the terms of one certain mortgage note this day executed and delivered by the said John Schmit and Caroline Schmit to the said party of the second part: to-wit: Note No. 1 for Two Hundred and Fifty Dollars due June 1st 1898 dated June 1st 1893 payable to the order of Joseph Maichel at his residence, Lapeer Kansas, with interest payable annually on the first day of June in each year according to said 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 John Schmit and Caroline Schmit heirs and assigns.

In Witness Whereof, The said part us of the first part, ha hereunto set one hand and seal the day and year first above written.

Signed and delivered in presence of

Lina Maichel

John Schmit
Caroline Schmit

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of June, A. D. 1893, before me Wm Featherston Jr. a Notary Public in and for said County and State, came John Schmit and Caroline Schmit 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 January 31 1897 Wm Featherston Jr. Notary Public.
Recorded Oct 21 A. D. 1893, at 7³⁰ o'clock P. M.

James Brooks
Register of Deeds.

For return see Blk. 11- Page 434.
For return see Blk. 77- Page 420-
For Affidavit see Blk. 130. Page 182.