

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of March in the year of our Lord one thousand eight hundred and ninety four between Amelia S. Schoepflin and C. J. Schoepflin, her husband in the County of Douglas and State of Kansas of the first part, and J. A. Smith, of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 half of the North East quarter of Section No Four (4), in Township No Thirteen (13) South, of Range No Nineteen (19) East of the 6th P. M., containing eighty acres of land, more or less; subject, however, to prior mortgage of \$1200. at 7% interest, dated Feb. 12, 1892, and recorded in the office of the Register of Deeds in and for Douglas County, Kansas, in Book 24 of Mts., at page 440;

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 with the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, sever as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs and assigns forever, against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars on October 1, 1894, according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: with interest from date to maturity at the rate of seven per cent per annum, and interest after maturity at the rate of ten per cent per annum, until fully paid

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

Amelia S. Schoepflin (SEAL.)
Clarence J. Schoepflin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13th day of March, A. D. 1894, before me S. A. Wight, a Notary Public in and for said County and State, came Amelia S. Schoepflin and Clarence J. Schoepflin, her husband, 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 April 21, 1895 S. A. Wight Notary Public.
Recorded March 14 A. D. 1894, at 1 o'clock P. M.

James Brooks
Register of Deeds.

The following is recited on original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
Witness my hand, this 4th day of October A.D. 1894.
J. A. Smith, Register of Deeds
Recorded Oct. 13, 1894 at 9:45 o'clock P.M. J. A. O'Carroll, Deputy