

JOURNAL CO. LAWYER, KAN.

This Indenture, Made this 24th day of August in the year of our Lord one thousand eight hundred and ninety four between Frank Schmidt a widower of Eudora in the County of Douglas and State of Kansas of the first part, and William Altemeier Eudora Mo. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fourteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 West Quarter (1/4) of Section number Five (5) Township Fourteen (14) Range Twenty one (21) East of the Sixth principal meridian in Kansas containing One hundred and sixty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank Schmidt do hereby covenant and agree that at the delivery hereof he is 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 Except a Mortgage of \$500.00 given to August Gieseris

This grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred Dollars according to the terms of two certain Notes this day executed and delivered by the said Frank Schmidt a widower 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 Frank Schmidt a widower heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above-written, the 24th day of August, in the year of our Lord eight hundred and ninety four
Signed and delivered in presence of Frank Schmidt (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of August, A. D. 1894, before me Charles Gilla, a Notary Public in and for said County and State, came Frank Schmidt a widower 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 11th 1895

Recorded Aug 25 A. D. 1894, at 10 o'clock A. M.

Chas Gilla

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument.

In consideration of full payment of the within mortgage, I hereby release the same this 23rd day of March, 1900.

Wm. Altemeier

Recorded March 3, 1900
Witness. Wm. B. Schward, Deputy Register of Deeds.

