

This Indenture, Made this 13th day of November in the year of our Lord one thousand eight hundred and ninety four between Frank Beermann and Louisa Beermann his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Amanda M. Cade of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 her 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 East one half of the East one half of the North East quarter of Section Eight (8) Township Twelve (12) Range Thirteen (13) East of the 6th M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank Beermann and Louisa Beermann do hereby covenant and agree that at the delivery hereof they are 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.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred (\$800.00) according to the terms of Four certain promissory notes this day executed and delivered by the said Frank Beermann and Louisa Beermann to the said party of the second part: and due One, Two, Three and Four years from date

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 her 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 her 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 for 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 Beermann and Louisa Beermann 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

Frank Beermann (SEAL.)
Louisa Beermann (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 13th day of November, A. D. 1894, before me, John L. Norton a Notary Public in and for said County and State, came Frank Beermann and Louisa Beermann his wife 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 15th 1895
Recorded Nov 13 A. D. 1894 at 12 o'clock P. M.

John L. Norton Notary Public.
James Brooks Register of Deeds.

*The following was endorsed on the original instrument
The state herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged as witnessed by my hand, this 1st day of July A.D. 1898
Mrs. A. M. Cade*

*Recorded July 1st 1898
J. L. Norton, Register of Deeds*