

This Indenture, Made this fourth day of May in the year of our Lord one thousand eight hundred and ninety five between Mary Spitz and Charles Spitz her husband of Laurie in the County of Douglas and State of Kansas of the first part, and Adolf Rau of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Eight hundred & 800 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: All of Lot Number One (1) containing forty four and 2/100 acres and all of Lot number two (2) containing forty five and 2/100 acres being in the fractional North East quarter (NE 1/4) of Section number three (3) Township number twelve (12) Range number thirteen (13) in Douglas County Kansas and East of the 6th Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary and Charles Spitz 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

according to the terms of Eight hundred Dollars certain Promissory Note this day executed and delivered by the said Mary and Charles Spitz to the said party of the second part: as follows: Five years after date we promise to pay to the order of Adolf Rau, Eight hundred Dollars, for value received with interest at 7 per cent per annum payable semi annually.

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 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 Mary and Charles Spitz heirs and assigns.

In Witness Whereof, The said party 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 R. Doane
Amelia H. Spitz

Mary Spitz (SEAL.)
Charles Spitz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of May, A. D. 1895, before me, Frank R. Doane, a Notary Public in and for said County and State, came Mary Spitz and Charles Spitz her husband 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 Oct 19th 1895 Frank R. Doane Notary Public.
Recorded May 9 A. D. 1895 at 7³⁰ o'clock P M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged
As witness my hand, this 20th day of September A. D. 1901

Adolf Rau
by G. A. Harold att in fact

Recorded Sept 20th 1901
by Billie B. Spurgeon Deputy -
Register of Deeds