

This Indenture, Made this twenty first day of August in the year of our Lord one thousand eight hundred and ninety five between Theodore J. Naas a single man of Millow Springs in the County of Douglas and State of Kansas of the first part, and Albin Schellack of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 Half (1/2) of the South West Quarter (1/4) of Section eighteen (18) Township Thirteen (13) Range twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 fourteen hundred dollars (\$1400) given by him to Mr. Albin Schellack

This grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars according to the terms of a certain promissory note this day executed and delivered by the said Theodore J. Naas to the said party of the second part: \$1000.00 Lawrence Kans. August 21, 1895. On or before five years after date I promise to pay to the order of Albin Schellack the sum of One thousand Dollars Value received with interest at 7% per annum, payable annually at the Residence of Albin Schellack in Douglas Co. Kas. Theodore J. Naas 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 party of the first part his 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.

Signed and delivered in presence of

Theodore J. Naas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21<sup>st</sup> day of August, A. D. 1895, before me, Geo. H. Banks, a Notary Public in and for said County and State, came Theodore J. Naas an unmarried man

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 Dec 1 1896.

Recorded Aug 23 A. D. 1895, at 9<sup>30</sup> o'clock A M.

Notary Public.

James Brooks  
Register of Deeds.

The following is endorsed on Original Instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
In witness my hand, this 28th day of November A. D. 1896.

Recorded February 25, 1897

Deputy Register of Deeds

"In Assignment See Book 31 Page 251"