

This Indenture, Made this 3<sup>rd</sup> day of September in the year of our Lord one thousand eight hundred and ninety five between John Schoenhof and Maria his wife of Kudora in the County of Douglas and State of Kansas of the first part, and Elizabeth J. Adams of the second part,

**Witnesseth,** That the said part III of the first part in consideration of the sum of Twelve hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, had all 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 half of the fractional South west quarter of Section thirty (30) Township thirteen N Range twenty one

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said John Schoenhof and Maria his wife 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 indefensible 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 Twelve hundred Dollars according to the terms of six certain Notes this day executed and delivered by the said John Schoenhof and wife to the said party of the second part: \$700.00 on or before Jan'y 1/97 \$700.00 on or before Jan'y 1/98 \$700.00 on or before Jan'y 1/99 \$700.00 on or before Jan'y 1/90 \$700.00 on or before Jan'y 1/91 \$700.00 on or before Jan'y 1/92 \$700.00 on or before Jan'y 1/93 \$700.00 on or before Jan'y 1/94 all bearing int at 4% payable 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 therefor, 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 III 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 III 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 John Schoenhof and his heirs

**In Witness Whereof,** The said part III of the first part, had hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

John Schoenhof (SEAL.)  
Maria Schoenhof (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 3<sup>rd</sup> day of September, A. D. 1895, before me, Chas Pilla, a Notary Public in and for said County and State, came John Schoenhof and Maria his wife 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 Jan'y - 16/99 Chas Pilla Notary Public.  
Recorded Sept 5 A. D. 1895 at 8 o'clock A M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument  
In consideration of full payment of the mortgage  
I hereby release the above described property  
Recorded September 16th 1895  
James Brooks  
Register of Deeds

(Assigned Sec. Book 33 Page 32 also Book 31 Page 578)

L. I.