

This Indenture, Made this fifth day of September in the year of our Lord one thousand eight hundred and ninety five between Theodore H. Ruediger and Bertha M. Ruediger his wife of Douglas in the County of Douglas and State of Kansas of the first part, and M. B. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 all 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 of the South West Quarter of Section No. Thirty three (33) in Township No. Twelve (12) South of Range No. Nineteen (19) East of 6 Principal Meridian containing Eighty (80) acres more or less, and said parties of the first part agree that they will keep the building erected on said land insured to the amount of Two Hundred (\$200) Dollars in some responsible insurance for the benefit of the party of the second part and assigns who shall have possession of all policies of insurance and annual receipts, and in default thereof said party of the second part may effect and procure the same to the said parties of the first part or assigns the amount paid thereon shall be insured at the rate of two percent per annum and the same shall be collected by the same party or assigns as the principal debt secured by the mortgage with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of a certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in five (5) years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest from maturity or default in the payment of interest, until fully paid, at the rate of ten per cent per annum. 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 Parties of the first part, their 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

Theodore H. Ruediger (SEAL.)
Bertha M. Ruediger (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of September, A. D. 1895, before me, Theodore H. Ruediger and Bertha M. Ruediger his wife, a Notary Public in and for said County and State, came Theodore H. Ruediger and Bertha M. Ruediger 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 Nov - 7 - 1896
Recorded Sept 6 A. D. 1895 at 3³⁰ o'clock P. M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The foregoing is enclosed in 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 6 day of March, A.D. 1899

John J. Hagg

Recorded March 17/1899

*E. J. Schuman
Register of Deeds
by H. B. Fisher
Deputy*

(Assigned to Book 306)