

This Indenture, Made this 17th day of August in the year of our Lord one thousand eight hundred and ninety four between A. J. Schulz and his wife Ottilie Schulz of Lawrence in the County of Douglas and State of Kansas of the first part, and M. L. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of _____ 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: Lot number five (5) in Block number twelve (12) in Lane place in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 certain promissory note this day executed and delivered by the said A. J. Schulz to the said party of the second part:

that 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 and 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 A. J. Schulz his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

A. J. Schulz (SEAL.)
Ottilie Schulz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of September, A. D. 1895, before me, Charles Chadwick, a Notary Public in and for said County and State, came A. J. Schulz and his wife Ottilie Schulz 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 Sept 11th 1895.
Recorded Sept 9th A. D. 1895 at 7³⁰ o'clock P. M. Douglas Co. Kans.

James Brooks
Register of Deeds.

The following is inclosed on the Original Instrument.
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
Attest: As Witness my hand, this 17th day of August A.D. 1896.
Charles Chadwick
Recorded Aug. 14th 1896.

By James Brooks
Register of Deeds.